City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 13, 2020

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 20-666 Approve the Agenda for the Regular meeting of October 13, 2020, as presented or with amendments.

Attachments: 10-13-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-648 Approve the Minutes for the State of the City Meeting of September 1, 2020, as written or with amendments.

Attachments: State of the City Minutes Final Draft.pdf

II.2(b) 20-667 Approve the Minutes for the Regular meeting of August 26, 2020, as written or with amendments.

Attachments: 08-26-2020 Minutes ADA.pdf

EXHIBIT A: E-Comment from J. Blanco.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-694 Proclamation: National School Bus Safety Week, October 19-23, 2020. (Deputy Mayor Goins)

Attachments: National School Bus Safety Week.pdf

III.2 20-695 Certificate of Recognition: Space Coast Recovery-Recipient of the Non-Profit Business Champion of the Year 2020 Award. (Deputy Mayor Goins)

Attachments: Certficate of Recognition_ Space Coast Recovery.pdf

III.3 20-670 Presentation by Dr. Mark Mullins on the County's Half-Cent Sales Surtax. (Dr. Mark Mullins, Superintendent, Brevard County Public Schools)

Attachments: Fwd_ superintendent's message.pdf

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-630 Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC. (Utilities Director)

Attachments: Jacobs TO 2021-16 Request Form.pdf

Jacobs Engineering TO 2021-16 Proposal.pdf

Jacobs CSA Agreement.pdf

VI.2 20-644 Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870 from claim number VA2020098737 from a totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle. (Chief of Police)

Attachments: URF Report Veh 31 Signed.pdf

Vehicle 231 IV ACV REPORT CLAIM VA2020098737.pdf

Budget Resolution FY 2021 Agenda Item 20-644 10_13_2020.docx

P - BAF 21-02-A-PD-Insurance Proceeds (10-13-20) Agenda 20-644.pdf

VI.3 20-645 Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617. (Chief of Police)

Attachments: JAG Grant Award Signed FY21.pdf
Budget Resolution FY 2021 Agenda Item 20-645 10_13_2020.docx
BAF 21-01-A-PD-JAG Grant (10-13-20) Agenda 20-645.pdf

VI.4 20-652 Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T. (Utilities Director)

Attachments: Carollo Task Order 2021-17.pdf
PROPOSAL.pdf
AGREEMENT.pdf
Budget Resolution FY 2021 20-652.docx
BAF#21-003-T-UT-4125-Carollo (10-13-20) Agenda 20-652.pdf

VI.5 20-654 Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP'S and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35. (Utilities Director)

Attachments: TO-CAROLLO 2020-15 $157598.35 - UT-SELLERS.pdf
PROPOSAL.pdf
AGREEMENT.pdf

VI.6 20-664 Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020. (Community Services Director)

Attachments: DBI Demolition Renewal_.pdf
DBI Form of Agreement (DEMO).pdf

VI.7 20-676 Approval of a Public Drainage Easement for stormwater in Adamson Creek Phase 1A. (Community Services Director)

Attachments: Drainage Easement Phase 1A.pdf
Exhibit A - Adamson Creek Ph 1A - Drainage Easements.pdf

VI.8 20-679 Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21. (Finance Director)

Attachments: Sunstate Master Contract 2020.pdf
ECP_Sunstate_$1225000_WFO.pdf
Sunstate Sole Source Resolution.pdf
Sunstate-Neptune Sole Source Letter.pdf
Sunstate_Cover Letter - Neptune Pricing 5-28-20.pdf
Sunstate Meter-Neptune Product Price List 5-28-20.pdf
Prior ECP Approval_(6.20.20).pdf

VI.9 20-698 Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency. (Finance Director)

Attachments: Budget Resolution FY 2021.docx
BAF 21-007-A-FN-Cocoa CRA Loan C Txfr (10-13-20) Agenda 20-698.pdf

VII. PUBLIC HEARINGS:

VII.1 20-633 Approval of an Amendment To A Previously Approved PUD / A Rezoning (Ordinance 15-2020) Of One (1) Parcel From Brevard County (GU) To City Of Cocoa (PUD) and Incorporating Into Phase One-C Final PUD / A Preliminary Subdivision / and a 5TH DA Modification with Revised Amenities Schedule consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (Community Services Director)

Attachments:
- Ord 15-2020 - Adamson Creek One-C PUD.pdf
- Ordinance Exhibit 1.pdf
- Ordinance Exhibit 2-b.pdf
- Ordinance Exhibit 2-a.pdf
- Exhibit A - Civil Plans.pdf
- Exhibit B - Preliminary Plat.pdf
- Exhibit C - Location Map.pdf
- Exhibit D - Amenities Schedule.pdf
- Exhibit E - Drainage Analysis.pdf
- Exhibit F - Geosyntec Final Review Comments 08-17-2020 signed.pdf
- Exhibit G - 5th DA Modification to Adamson Creek.pdf
- Exhibit H - Drainage Easement Phase 1A.pdf
- Legal Ad Proof (Rezone PUD and DA).pdf

VII.2 20-643 Ordinance No. 14-2020 / 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)

Attachments:
- Exhibit A Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf
- Exhibit B Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf
- Exhibit C Ord 14-2020 Annexation 4050 W King St 9-22-20.pdf
- Ordinance 14-2020 4050 W King St. Annexation 9-3-20.pdf

VII.3 20-662 Pass on 1st Reading: Ordinance No. 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation. (Community Services Director)

Attachments:
- Ordinance 17-2020_FLU Text Amendment - Residential Uses.pdf
- Legal Ad Proof (PZ and CC) - FLU Text Amend.pdf

VII.4 20-671 Pass on 1st Reading: Ordinance No. 16-2020, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (Community Services Director)

Attachments: Ord 16-2020 Amending definition of Building Height.pdf
Legal Ad Proof - Text Amend (Bldg Height).pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-639 Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board.

Attachments: Lien Reduction Application 1004 Montclair Rd..pdf
BCPA.pdf
DEED.pdf
Order Imposing Fine-Lien.pdf
Staff Report for Lien Reduction-1004montclair.docx
Cost Affidavit Form -1004mont.xlsx

VIII.2 20-641 Approve the current Code Enforcement Lien for the property located at 2406 Mercer Dr., be reduced to $1,100.00 as recommended by the Code Enforcement Board. (Chief of Police)

Attachments: Lien Reduction Application.pdf
Brevard County Property Appraiser.pdf
LIEN RECORDED.pdf
Staff Report for Lien Reduction-2406 Mercerdocx.docx
Cost Affidavit Form 2406 Mercer Dr.xlsx

VIII.3 20-673 Review State of Florida Executive Order Number 20-244 regarding Phase 3 of the Governor's Safe. Smart. Step-by-Step. Plan for Florida's Recovery and take whatever action deemed necessary regarding the local face covering emergency Ordinance no. 13-2020, Resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (Assistant City Manager)

Attachments: 2020-146 Resolution(Establishing a limited permit-outdoor seating areas).pdf
Ordinance No. 13-2020.pdf
Gov. EO_20-244

VIII.4 20-682 Approve Resolution No. 2020-211 officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith. (Public Relations Specialist/ Assistant to the City Manager)

Attachments: Resolution No. 2020-211 Joe Lee Smith Naming.docx

IX. CITY BUSINESS:

IX.1 20-640 Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan. (Fire Chief)

Attachments: Brevard LMS 2020_final.pdf
Brevard County DR-4399 HMGP Applicant Support Ltr.pdf
FDEM.Brevard.APA.08-13-2020.pdf
Support Letter Initiative Updated 3 22 2020.pdf
2020 LMS resolution_final.docx

IX.2 20-655 Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages. (Administrative Services Director)

Indexes: IAFF; Labor; labor union

Attachments: FINAL IAFF Contract Oct 1 18 to Sept 30 21.pdf
Insurance and Pay Plan MOU (9-24-20).pdf

IX.3 20-675 Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (Chief of Police)

Attachments: Ordinance 08-2020 Lien Amnesty Program - 9-21-20 Draft.pdf

MULTI-YEAR CONTRACTS:

IX.4 20-629 Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021. (Utilities Director)

Attachments: B-14-07-COC Executed Agreement.pdf
B-14-07-COC 2019 renewal.pdf
B-14-07-COC 2016 Contract Modifications.pdf
B-14-07-COC Bid Document.pdf
Ace Flow COI Exp 6-11-21 .pdf

IX.5 20-674 Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term. (Public Works Director)

Attachments:
- 18-B-021-NC - Diesel Gasoline & Fuel Oils - SIGNED RENEWAL.pdf
- ITB 18-B-021-NC - Approximate Annual Usage Totals Attachment B.pdf
- ITB 18-B-021-NC - Diesel, Gasoline & Fuel Oils.pdf
- ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils Web Packet.pdf
- 20200929134520904.pdf

IX.6 20-691 Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $285,910.79, plus a Resolution for Contingency of $14,089.21, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order...End

Attachments:
- Brevard County Bid No. B-6-20-57.pdf
- Executed VA Paving Piggyback Contract Form.pdf
- RE Request Permission to Piggyback (B-6-20-57).msg
- Resolution - Total Construction Budget and City Manager Contingency Amount
- VA Paving Quote- City of Cocoa Annual Paving.pdf

X. INFORMATIONAL AGENDA:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. Interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-666	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/28/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 13, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-13-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2020
Agenda Date: October 13, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 13, 2020, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all 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 October 13, 2020, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 13, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 13, 2020 (20-666)

2. Minutes: (a) State of the City Meeting of September 1, 2020 (20-648)
(b) Regular Meeting of August 26, 2020 (20-667)

III. Awards and Presentations:

1. Proclamation: National School Bus Safety Week. (20-694). (Deputy Mayor Goins)

2. Certificate of Recognition: Space Coast Recovery-Recipient of the Non-Profit Business Champion of the Year 2020 Award. (20-695). (Deputy Mayor Goins)

3. Presentation by Dr. Mark Mullins on the County's Half-Cent Sales Surtax. (20-670). (Dr. Mark Mullins, Superintendent, Brevard County Public Schools)

IV. Delegations:

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

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

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

V. Reports:

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

VI. Consent Agenda:

1. Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC (20-630). (Utilities Director)

2. Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870 from claim number VA2020098737 from a totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle. (20-644). (Chief of Police)

3. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617. (20-645). (Chief of Police)

4. Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T. (20-652). (Utilities Director)

5. Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP'S and RTU's at the Jerry Sellers

Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35. (20-654). (Utilities Director)

6. Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020 (20-664). (Community Services Director)

7. Approval of a Public Drainage Easement for stormwater in Adamson Creek Phase 1A. (20-676). (Community Services Director)

8. Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21. (20-679). (Finance Director)

9. Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency. (20-698). (Finance Director)

VII. Public Hearings:

1. Approval of an Amendment To A Previously Approved PUD / A Rezoning (Ordinance 15-2020) Of One (1) Parcel From Brevard County (GU) To City Of Cocoa (PUD) and Incorporating Into Phase One-C Final PUD / A Preliminary Subdivision / and a 5TH DA Modification with Revised Amenities Schedule consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (20-633). (Community Services Director)

2. Ordinance No. 14-2020: 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (20-643). (Community Services Director)

3. Pass on 1st Reading: Ordinance No. 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the

Commercial Future Land Use designation. (20-662). (Community Services Director)

4. Pass on 1st Reading: Ordinance No. 16-2020, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (20-671). (Community Services Director)

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board. (20-639). (Chief of Police)

2. Approve the current Code Enforcement Lien for the property located at 2406 Mercer Drive, be reduced to $1,100.00 as recommended by the Code Enforcement Board. (20-641). (Chief of Police)

3. Review State of Florida Executive Order Number 20-244 regarding Phase 3 of the Governor's Safe. Smart. Step-by-Step. Plan for Florida's Recovery and discuss future impacts to the local face covering emergency Ordinance no. 13-2020, Resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (20-673). (Assistant City Manager)

4. Approve Resolution No. 2020-211 officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith. (20-682). (Assistant to the City Manager/ Public Relations Specialist)

IX. City Business:

1. Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan. (20-640). (Fire Chief)

2. Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages. (20-655). (Administrative Services Director)

3. Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (20-675). (Chief of Police)

Multi-Year Contracts:

4. Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021. (20-629). (Utilities Director)

5. Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term. (20-674). (Public Works Director)

6. Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $258,557.72, plus a Resolution for Contingency of $41,442.28, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order. (20-691). (Public Works Director)

X. Informational Agenda:

None.

XI. Adjournment:

XII. Notice To The Public:

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.

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participate by speakerphone. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

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Legislation Details (With Text)

File #:	20-648	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/23/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the Minutes for the State of the City Meeting of September 1, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	State of the City Minutes Final Draft.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 23, 2020
Agenda Date: October 13, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the State of the City Meeting of September 1, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the State of the City Meeting of September 1, 2020, as written or with amendments.

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MINUTES

CITY OF COCOA
STATE OF THE CITY MEETING

September 1, 2020

The State of the City Meeting was held on Tuesday, September 1, 2020 at the Cocoa Civic Center, 430 Delannoy Ave., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:05 pm.

Present:	Jake Williams, Jr.	Mayor
	Alex Goins	Deputy Mayor
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Matthew Fuhrer	Interim City Manager
	Anthony Garganese	City Attorney
	Monica Arsenault	Assistant City Clerk
Absent:	Don Boisvert	Councilmember

Other staff members present:

Bryant Smith, Public Works Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Rebecca Bowman, Finance Director; Samuel Byrd, Deputy Fire Chief; Tammy Gemmati, Administrative Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Rachel Horst, Digital Communications Coordinator; Gail Bantugan, Leisure Services Manager; and John Hankins, Deputy Chief of Police.

II. Meeting Topics

1. State of the City Video

A video was shown which provided an update on current or completed projects in the City as well as events such as the Citizen's Academy.

Mayor Williams invited each member of Council to share any updates on things they've been doing in the City.

Councilmember Koss discussed the importance of storm preparedness. She also spoke about the Citizen's Academy and shared that she felt that it is one of

the biggest accomplishments that has taken place while she has been on Council as it empowers citizens to participate and provides them a voice at the local level.

Mayor Williams took a moment to introduce the new incoming City Manager, Mr. Stockton Whitten.

Deputy Mayor Goins noted that the video that was shown tonight made him emotional as it is sometimes hard to realize all of the things that have come to fruition in the City. He shared brief information about some of the projects and developments going on within the City and he thanked Council for all they've done to support the City.

Additionally, he discussed some of the Police Department programs and pointed out the recent approval of mobile vendors in the City.

Lastly, Deputy Mayor Goins talked about changing the image of Cocoa and continuing to move the City in the right direction.

Councilmember Warner discussed the importance of volunteers and encouraged citizens to volunteer if they can. She also wanted to take the opportunity to announce that after the election she would be moving to Georgia to support and be with her daughter.

She discussed what some of her greatest accomplishments were while serving the City and added that Council is always looking towards the future and what is best for the City.

Mayor Williams opened the forum to the public for questions and comments.

A Manor Drive resident talked about a murder case and asked what the City's plans are to ensure that their neighborhood is safe for them and their children.

A different resident added that they would like to know what plans are for the City as a whole as this is not just an issue on one street. In response, Interim City Manager Fuhrer explained that the Police Department is committed to addressing these issues. Additionally, this case in particular involves legal and civil matters that he is not at liberty to share publicly at this time but he would have his secretary reach out tomorrow to coordinate a meeting to discuss the matter further.

Mr. Herb Hernandez, Cocoa Housing Authority, commended the Police Department regarding a murder that happened on a Friday and an arrest was made the following Monday.

Reverend Dennis talked about Fern and Provost Park and the importance of having proactive police.

Ms. Marlene Weiss shared her issues with the Police Department and referenced incidents where she had called the Police but felt that every time she called she was only bothering them. Additionally, Ms. Weiss raised an issue she was having with having the water turned on at the community garden.

Ms. Theresa Clifton, Brevard Humane Society, pointed out that they have received a twenty thousand dollar grant for free spay and neuter procedures for cats and free rabies shots. They are also offering dog training courses. She added that the Humane Society has seen a phenomenal increase in adoptions since the Coronavirus outbreak began.

Ms. Clifton additionally thanked Council for enforcing a mandatory mask wearing rule.

A Rockledge resident who works for the PACE program explained that her job takes her all over the County. She shared that she has been handing out masks and information about COVID-19 and has seen some things taking place in the City of Cocoa. She mentioned that she is concerned about the cleanliness of the City and the police officers that sit and hide in their cars and don't get out and walk from time to time. She explained that she needs help in getting the community cleaned up.

A resident asked a question about Spectrum burying lines on people's private property without permission. In response, Interim City Manager Fuhrer mentioned the City's franchise agreement with Spectrum but offered to meet with the property owners individually to review their cases.

Additional citizens raised concerns about Spectrum burying lines on their properties and Councilmembers Koss and Warner raised concerns as well. Councilmember Koss has seen flags in the City's easements and Councilmember Warner mentioned impacts around the City and noted that this was a larger issue. In response, Interim City Manager Fuhrer stated that he would look further into the issue and he would reach out to Spectrum on behalf of the neighborhood.

Mr. George Brown discussed the importance of not defunding the police as the officers need more education as things are always changing and evolving.

Mr. Brown asked what the plans are for the new Joe Lee Smith Center. In response, Interim City Manager Fuhrer shared that there will be senior, youth and recreational activities held there. Additionally, Mr. Brown inquired about parking at

the center. Interim City Manager Fuhrer explained that the building was designed to accommodate day to day activities but special events will have to plan for off-site parking. He pointed out that there is an overhang drop-off area however so that buses can drop people off. The grand opening is scheduled for October 17th.

Ms. Samantha Senger read an e-comment from Diana Robinson. Ms. Robinson inquired if live information is shared, and how to access this information, when helicopters are flying over neighborhoods. In response, Deputy Chief Hankins explained that helicopters are operated by the Brevard County Sherriff's Office and if they are over your house and you are concerned you can call the non-emergency line.

Mayor Williams stated that COVID-19 has not stopped things from happening in the City. He added that Council is doing what they were elected to do and they want what is best for the City. He mentioned that they are working on eliminating blight and reducing crime as well as promoting and taking advantage of the City's amenities. He also discussed the importance of re-branding the City and changing its image.

Lastly, Mayor Williams thanked everyone for coming.

III. ADJOURNMENT:

*** The State of the City Meeting adjourned at 7:25 pm.**

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

Legislation Details (With Text)

File #:	20-667	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/28/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of August 26, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-26-2020 Minutes ADA.pdf EXHIBIT A: E-Comment from J. Blanco.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2020
Agenda Date: October 13, 2020
Prepared By: Carie Shealy, City Clerk
Through: Department Director
Requested Action:
Approve the Minutes for the Regular meeting of August 26, 2020, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of August 26, 2020, as written or with amendments

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 26, 2020

A Regular City Council Meeting was held on Wednesday, August 26, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

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

Councilmember Koss read a poem by Margaret Widdemer.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Commander; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Samantha Senger, Assistant to the City Manager/PR Specialist; and Tom Redmond, Fire Lieutenant.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 26, 2020 (20-540)

2. Minutes: N/A

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the agenda as amended for the Regular meeting of August 26, 2020 with the following amendments, which were to remove Public Hearing Items VII.1 & VII.2.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by the Cocoa Village Playhouse. (20-541). (Dr. Hawkins-Smith)

Dr. Hawkins-Smith from the Playhouse announced that on July 31st they held their very first virtual announcement party. There were about 2,000 who tuned in and responded to them online. They felt it was very successful. She provided each member of Council an envelope that contained information regarding upcoming productions and season pass information. This Friday, the production of "9 to 5" will begin and the cast is very excited as they have been waiting since March for this. She pointed out that they are trying to keep the theater alive while also trying to keep everyone safe and healthy.

Councilmember Koss asked if they had received any CARES money. In response, Dr. Hawkins-Smith advised they had applied but had not heard anything yet. They received PPE money but are currently on their own with ticket sales and donations.

Councilmember Warner thanked her for the extra effort that she and her staff have done. She has heard from many people that go to the Playhouse and they are happy to see it back up and running.

Dr. Hawkins-Smith thanked Council for their support.

IV. Delegations:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, was thrilled with the extra painting on the steamboat. He gifted three framed photos to the City and explained in detail what each of them was.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, spoke about systemic policing, the makeup of the Cocoa Police Department, and that a solution to fix issues was to promote Sgt. Stephenson to Lieutenant. He further asked that the deadly force policy be modified to use bean bag rounds. Lastly, he requested the removal of Michael Klug from the Police Community Relations Advisory Board.

Marisol Lanza, 436 Satsuma St., Cocoa, mentioned that drug dealers were taking over Cocoa and people are passing through her property and knocking down lights. She needs a fence and feels that will help, however, there is a pole being used by FPL that is inside her property and she does not know what to do when installing the fence.

Mayor Williams asked her to get with the Planning Department regarding the fence and Commander Hankins and the Interim City Manager assured her they were taking notes on the other issues.

V. Reports:

Mr. Smith provided an update on the Coventry issue and explained what had been done per Council's direction at the last meeting. He sent a response via email as well.

He advised that Public Works was about two weeks out on finalizing the asphalt on Pineda St. and then striping on Washington St. and the other areas would be completed.

Mr. Smith spoke in regards to a petition received regarding paving on Gray Road and assured Council that this project was in the works for the upcoming fiscal year.

Councilmember Koss questioned the landscaping on US 1 and if we had a new contract. In response, Mr. Smith advised that they have a contract but have lost an inmate crew so they have been pushing overtime in order to get done what they can.

Mayor Williams thanked Mr. Smith for the response to the Gray Road and Coventry issues. The residents were very thankful.

Mayor Williams further asked what was happening on Pineda. Mr. Smith noted that maintenance is being done and they are removing palm trees, etc.

Ms. Bowman announced the City received the Distinguished Budget Award for the second year in a row. Last year, a video was shown but due to COVID-19-19 they

are all working remotely, however, they received notification that they received the award.

At the last meeting it was mentioned that a representative from the company that the City contracts with for water meters will come and provide a presentation. Due to timing, they will not be able to come, but they provided information and Ms. Senger is working on getting information on the website on how meters work.

Commander Byrd provided an update on COVID-19. As of this morning, there are 608,722 cases in the State and 10,733 deaths. In Brevard County there are 7,040 with 200 deaths. In Cocoa there are 765 with 33 in the City limits.

Ms. Bunt provided an update on the Brevard County CARES Act. The County has received 689 applications and has awarded $2.8 million so far. A listing of Cocoa businesses that applied was provided to the City, four have withdrawn or closed, and about eighty have applied.

She spoke in reference to the CRF funds that the City has and advised that applications would be available Friday for rent, mortgage, or utility assistance.

Lastly, Ms. Bunt provided an update regarding the Intregra project, pointing out that at the last Diamond Square CRA meeting the RFP was approved. She explained the next steps in the process.

PPE packets would be offered tomorrow at the Central Brevard Public Library. These include masks, sanitizer, etc. Ms. Essing and Ms. Senger both sent out information. They are being given to anyone.

Interim City Manager Fuhrer updated Council on the submission of a small matching grant for the Jewel and Leon Collins Museum. Our submission was 31 out of 58, so it was right in the middle for eligibility for funding.
He further announced that at the next meeting they would be bringing back the ordinance in regards to face coverings as it needs to be reviewed every thirty days. Staff will also be bringing in a professional to speak on the issue.

Councilmember Warner noted that she has received a few emails from Ms. Nellie Williams on Aurora Street. There is an oak tree in her yard that she is not comfortable with on windy days or going to her mailbox due to branches that have fallen and hang over the mailbox. She asked if the tree could be looked at.

Councilmember Warner congratulated Ms. Bowman and Finance on the designation.

Councilmember Koss thanked Mr. Smith for the help in Coventry.

She advised that she wanted to clarify the motion that was made at the last meeting regarding the waiving of the fee for the Cocoa High School Chorus. She pointed out that this was an emergency situation.

Additionally, she knew that Rotary fees had been waived a few weeks before and felt that this was for a good use.

She explained that she met Dr. Martinez and the mother who was organizing the event and filled out the paperwork for the City. The manager asked for the fees due and Councilmember Koss provided her credit card. When she had asked for the fee to be waived and reimbursed it was to reimburse her (Councilmember Koss) credit card. She asked Council if they supported that.

Mayor Williams, Deputy Mayor Goins, and Councilmember Warner all supported the request.

Councilmember Koss believed that is was an interesting issue which brought up other issues. There are public spaces and meeting rooms not being used. She spoke with Dr. Martinez and they are looking into and hoping to do concerts in some of our outside spaces. Councilmember Koss was concerned that such a small and minor expense became such a big deal and that the Interim City Manager did not feel comfortable managing that. She felt that the executor should be more empowered. A few weeks prior fees were waived for Rotary and staff felt empowered enough with that to meet prior to Council voting.

She felt it was in the City's best interest to support the youth. That is very important and there is no price that can be put on that. Supporting them will attract people to move here and she hoped that we could utilize public spaces in the best ways possible.

Attorney Garganese understood the explanation and clarified that she paid on her credit card. He recommended that Council rescind the previous motion and revote on the issue.

He explained that the reimbursement would be to reimburse Councilmember Koss although the event was for the high school. He reiterated that Councilmember Koss should abstain from the vote as it would be a voting conflict.

* **MOTION by Mayor Williams; Seconded by Deputy Mayor Goins, to rescind the previous vote made at the August 12, 2020 City Council meeting regarding waiver of fees and reimbursement to the Cocoa High School Chorus.**

AYES: Williams, Goins, Boisvert, Warner
ABSTAIN: Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Mayor Williams; Seconded by Deputy Mayor Goins, to reimburse Councilmember Koss and to waive the fees for the Cocoa High School Chorus' use of the Porcher House.**

AYES: Williams, Goins, Boisvert, Warner
ABSTAIN: Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

Councilmember Koss advised that she was told that there would be no additional fees.

Councilmember Warner suggested that we look into some of the City's policies. She knows that staff does not have the discretion to ignore those policies, but there was a time when fees were able to be waived without Council's direction. She reiterated that it maybe be a good time to readdress those.
Deputy Mayor Goins announced that this past weekend was his son's first birthday.

He advised that on October 10th a food distribution would take place and asked Mr. Smith if the use of two fork lifts and employees could be done on that day.

Deputy Mayor Goins spoke about the paving on Pineda and that several citizens have reached out regarding speed bumps on Bristol Drive and A and B Streets. There is also a lot of speeding on Rosa L. Jones.

He asked what the process was for the Police Department to access the Housing Authority cameras when there are speeding issues. In response, Commander Hankins pointed out that they cannot access those cameras to identify the person driving but possibly to identify the vehicle. In order to issue a citation you must witness the incident. He stated it could be looked into.

Deputy Mayor Goins further mentioned speed bumps and in response, Mr. Smith explained that there was a policy in regards to that and they could contact Public Works for that information.

Lastly, Deputy Mayor Goins provided kudos to Diamond Square CRA as they are being proactive and he appreciates them.

Mayor Williams noted that the same issue that is happening on Bristol is happening on Prospect.

Mayor Williams thanked the Cocoa Police Department and BCSO and all others involved in identifying the person who took the life of Mr. Wallen. His thoughts and prayers go out to the family.

He thanked Mr. Smith and Public Works for all of the work that they have been doing and also thanked whoever cleaned up the mess on Fiske Blvd. and SR 520.

He sees a better Cocoa and knows we are getting there. He has received a number of calls regarding speeding and hopefully those issues would be addressed.

In closing, he invited all to the State of the City on September 1st at the Cocoa Civic Center. It will start at 6 p.m.

VI. Consent Agenda:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Engineering Design Services and Submittals Along with Authorizing the Necessary Meetings for the Design and Upgrades of Future Equipment from Xylem Water Solutions USA, Inc., Charlotte, North Carolina, for the Dyal Water Treatment Plant. (20-480). (Utilities Director)

2. Approve Task Order 2020-12 with Jacobs Engineering Group (JACOBS) to Update the Water, Wastewater and Reclaimed Water Fixed Assets and Systems Data, Project No. WS21FA; To Approve a Resolution Amending the FY20 Budget, BAF # 20-099-P. (20-486). (Utilities Director)

3. Approval for the City of Cocoa to accept the donation of a Belgian Malinois from John Solek to be used as a patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and John Solek and to approve a Resolution amending the FY2020 budget, BAF# 20-092-A. (20-487). (Chief of Police)

4. Approve Task Order 2020-11 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant with the Development of a Standard Operating Procedures Manual Describing the Operations of the Dyal Water Treatment Plant (WTP) Facilities and Systems; To Approve Change Order #1 to P.O. 76256 in the amount of $143,094; To Approve a Resolution Amending the FY20 Budget, BAF# 20-098-P. (20-505). (Utilities Director)

5. Authorize the Interim City Manager to Execute Amendment #2 to the Master Service Agreement with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Services. (20-515). (Utilities Director)

6. Approve the revised policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2020 through September 30, 2021, with an estimated annual premium of $178,005, pending approval of the FY2021 budget. (20-523). (Administrative Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Consent agenda.**
AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

~~1. APPROVAL OF A TREE REMOVAL for an oak tree in the right-of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (20-491). (Community Services Director)~~

~~2. APPROVAL OF A TREE REMOVAL for an oak tree in the right-of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted. (20-492). (Community Services Director)~~

3. Pass on Second Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs. (20-535). (Community Services Director)

Attorney Garganese read Ordinance No. 09-2020 into the record by title only as follows. He noted that this was second and final reading with no changes since first reading.

ORDINANCE NO. 09-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 3-22.5 OF THE CITY CODE REGARDING TEMPORARY ON-PREMISE SIGNS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 09-2020 on Second and Final Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Pass on Second Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund. (20-536). (Community Services Director)

Attorney Garganese read Ordinance No. 12-2020 into the record by title only as follows. He noted that this was second and final reading with no changes since first reading.

ORDINANCE NO. 12-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE

XIII, SECTION 22, LANDSCAPING REQUIREMENTS, OF THE CITY CODE; AMENDING LAND CLEARING AND TREE PROTECTION AND REPLACEMENT STANDARDS; CREATING AN ARBOR MITIGATION FUND; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

Ms. Bunt noted that any arbor mitigation fund is in a special fund not the general fund.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve Ordinance No. 12-2020 on Second and Final Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Pass on Second Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use. (20-537). (Community Services Director)

Attorney Garganese read Ordinance No. 10-2020 into the record by title only as follows. He noted that this was second and final reading with no changes since first reading.

ORDINANCE NO. 10-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, OF THE CITY CODE TO AUTHORIZE THE OPERATION OF MOBILE VENDORS IN THE CITY; PROVIDING STANDARDS FOR OPERATING MOBILE VENDING UNITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

*** MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Ordinance No. 10-2020 on Second and Final Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Pass on Second Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations with the change provided by staff. (20-538). (Community Services Director)

Attorney Garganese read Ordinance No. 11-2020 into the record by title only as follows. He noted that this was second and final reading with no changes since first reading.

ORDINANCE NO. 11-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI, SECTION 17 OF THE CITY CODE RELATING TO THE PLANNED UNIT DEVELOPMENT DISTRICT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

*** MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve Ordinance No. 11-2020 on Second and Final Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Seek Council direction on permitting upcoming special events at City facilities. (20-526). (Assistant to the City Manager/PR Specialist)

Ms. Senger presented the item and noted there are three special events requesting approval to still hold their events due to COVID-19. She advised that all of them have plans in place.

* **MOTION by Councilmember Boisvert to approve. The motion was opened for discussion.**

Councilmember Koss liked the plans and mentioned that she felt like things were getting better, although they were still waiting to see what happens with school. She asked if there would be contact tracing if needed. In response, Ms. Senger mentioned for events were people were registered there would be, but for public events there would not be.

* **The Motion was Seconded by Councilmember Koss.**

‘ **AYES: Williams, Goins, Boisvert, Koss, Warner**

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve the Preliminary Assessment Resolution 2020-193 for Fire Protection, for Fiscal Year 2021. (20-524). (Finance Director)

Ms. Bowman presented the item and provided a brief history on the fire assessment.

She noted that per the ordinance, Council must approve the preliminary assessment and the final will be brought back as a public hearing on September 9, 2020.

Mayor Williams felt that with COVID-19, there were a lot of people struggling, including businesses and in 2006 when he was on Council and when this was first approved, it was under the premise that it would be a three-year assessment due to the condition of some of the fire equipment.

Councilmember Koss mentioned that she has heard from a number of her constituents that they are not for this. They were told when they were trying to pass the stormwater assessment they were concerned being told one thing but the fee continues. She believed that something should be said for the cutoff date when the assessment was originally done.

Attorney Garganese explained that in the way the fire assessment was set up, the City pledged the revenue regarding the fire assessment. There are now bond covenants that come in to play and that are attached to the assessment.

Mayor Williams stated that he would have liked to know that information and explained his reasoning as to why.

Councilmember Warner further noted that this fee came about as it was a voter referendum in 2004 and about 60% of the voters voted to institute the fee. She does not believe that the original assessment had an end date. She has not had any calls but felt that maybe it was time to go back and look to see if there was an end date.

Mayor Williams agreed that there was not an end date but at the time it was used to replace outdated equipment.

Attorney Garganese provided more background on the assessment and pointed out that it has changed a bit since originally passed.

Ms. Bowman explained that there was some information in the agenda but agreed that it was not clarified that there were bond covenants tied to the assessment.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Preliminary Assessment Resolution 2020-193 for Fire Protection, for Fiscal Year 2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Preliminary Assessment Resolution 2020-194 for Stormwater Utility Services, Fiscal Year 2021. (20-525). (Finance Director)

Ms. Bowman provided information on this item including a brief history of the stormwater utility fee. She reminded Council that a study was done and adopted last year. There will be a public hearing on September 9, 2020 for final adoption.

This assessment includes a 9% increase which will help to fund Public Work's stormwater projects. The consultant reviewed the projects and determined that it was necessary in order to get these projects done.

Mayor Williams asked Ms. Bowman to explain the tier structure. Ms. Bowman explained what the increases would be in regards to each tier.

Ms. Gemmati read an E-comment from Jeri Blanco, Cocoa[1].

Deputy Mayor Goins asked what would happen to the scheduled projects if this was not approved. In response, Mr. Smith advised that they would have to re-assess what the true needs were and go from there.

[1] EXHIBIT A: E-Comment from J. Blanco

Deputy Mayor Goins was not a fan of increases but understands the need in the community. Personally, he was willing to pay a little more to make sure issues go away.

Councilmember Koss believed that we need a stormwater plan in place and pointed out that these rainfalls were not going to get less and being prepared is important to everyone.

She responded to an email sent in by Mr. Stoll regarding stormwater fees. She agreed that you are paying into a fund that helps the whole community to not be flooded. This is whether or not you live on a piece of land that floods or not. The assessment is not perfect but it was what is in place right now. She asked about the stormwater pond that was supposed to go in by the fire station and in response, Mr. Smith stated they are re-evaluating the list annually to see what projects need done.

Councilmember Koss would also like to see the opportunity for the average citizen to see where the money was going and if they had any input. Mr. Smith advised that they were working on a GIS map and will include signage which will explain what is going on with some of the projects.

Councilmember Boisvert is not a fan of increases but in his area most are okay with it.

Councilmember Warner believed that no one was a fan of increases but you can pay a little more to a fee or a lot more to your insurance deductible and have to replace items in your home if you flood. She has seen what happened on Strafford Drive and does not want that to happen to other residents because of the County refusing to invest in stormwater.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the Preliminary Assessment Resolution 2020-194 for Stormwater Utility Services, Fiscal Year 2021.**

Greg Stoll, asked if the increase could be tied to the bond and Ms. Bowman explained the reasonings as to why the increase was needed. He spoke in furtherance about the mitigation and flooding problems in Cocoa.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023. (20-531). (Administrative Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approval to Participate in the Duke Energy Solar Power Initiative Program. (20-532). (Utilities Director)

Mr. Walsh explained what this program would entail and pointed out that Duke Energy has come up with this cost share program for the future capitol investments for solar energy and that they need Council's endorsement.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the item, for discussion.**

Councilmember Koss asked where this would be located. In response, Mr. Walsh explained that they do not have a site yet as they are just getting people up in order to see the type of capitol they have.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

5. Award Bid # B 20-17-COC to the lowest and responsive bidder Bayhead Ecological Solutions, LLC for the City of Cocoa Tree Inventory in the amount of $37,400 as a multi-year award. Authorize the City Manager to sign the form of agreement and to issue the purchase order for the Year 1 - Tree Inventory for $33,300. Pending future Year 2 grant funding authorization from the U.S. Forest Service, Authorize the City Manager to issue the purchase order for the Year 2 - Tree Care Management Plan for $4,100. (20-521). (Public Works Director)

Mr. Smith noted that this was a three year grant and explained the steps in the process.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Williams asked if anything has been done at the Cocoa Conservation area. In response, Mr. Smith pointed out that the restrooms get damaged beyond repair every time they are unlocked. If gates are unlocked they have issues with people joy-riding in the park. This is also the same for restrooms at Riverfront Park.

Councilmember Koss does not understand why restrooms are being locked and facilities are not being used. It was further noted that cameras have been stolen as well at the various facilities.

Interim City Manager Fuhrer added that Mr. Smith is working on an access agreement as some of the neighbors have expressed an interest in helping with the Cocoa Conservation area.

X. Informational Agenda:

1. Fire Incident Summary Report for July 2020. (20-509). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 07/31/2020. (20-513). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-517). (Finance Director)
4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-518). (Finance Director)

5. FY 2020 Budget Adjustment Report. (20-519). (Finance Director)

XI. Adjournment:

*** MOTION by Councilmember Boisvert; Seconded by Mayor Williams, to adjourn the Regular City Council Meeting on August 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:56 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

EXHIBIT A: E-Commnet from J. Blanco

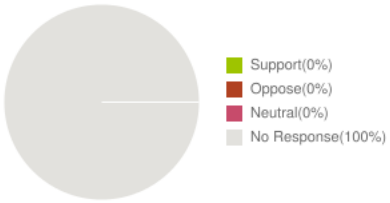
City Council
08-26-20 18:00

Agenda Name	Comments	Support	Oppose	Neutral
IX.2 20-525 Approve the Preliminary Assessment Resolution 2020-194 for Stormwater Utility Services, Fiscal Year 2021.(Finance Director)	1	0	0	0

Sentiments for All Agenda Items

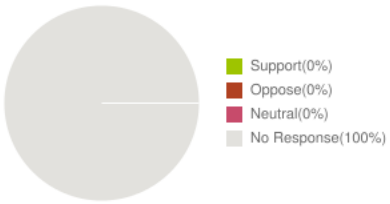
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for IX.2 20-525 Approve the Preliminary Assessment Resolution 2020-194 for Stormwater Utility Services, Fiscal Year 2021.(Finance Director)

Overall Sentiment



Guest User
Location:
Submitted At: 5:59pm 08-26-20

Good evening Mayor and City Council Members,

My comments tonight are in regards to Agenda Item IX.2 20-525 to Approve the Preliminary Assessment Resolution 2020-194 for Stormwater Utility Services. In 2019 the council approved a stormwater assessment fee for properties located within the City of Cocoa. A tiered fee was formulated and added to the non-Valorum portion of the tax bill that replaced the flat fee of $7.00 a month. Previously each residential household was paying $84.00 a year. At the tiered rate the average property owner is now paying $120.67 annually. That difference of $36.67 was considered acceptable by most property owners including myself. At last years District 4 Townhall Meeting I specifically asked the Assistant City Manger if these was a built in increase in the rate schedule. I was told no, there was not. Now, not quite a year later the council is being asked to vote on an increase of 9%. That brings the total annual increase to 73.06. That is quite a leap from for a property owner previously paying $84.00 a year to the proposed increase of $157.06. A large percentage of the cities property owners are seniors on a

fixed income. These increases in fees adds a burden to the tight budget they already exist on. I urge the council to vote no on this item. The majority of residents in Cocoa cannot afford another increase.

Respectfully,

Jeri Blanco
Cocoa, FL 32922

Legislation Details (With Text)

File #:	20-694	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/5/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Proclamation: National School Bus Safety Week, October 19-23, 2020. (Deputy Mayor Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National School Bus Safety Week.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

***WHEREAS**, the goal of National School Bus Safety Week is to address the importance of school bus safety; and*

***WHEREAS**, this years' theme is **"Red Lights Mean STOP!"**; and*

***WHEREAS**, more than 25 million children are transported to and from school on big yellow buses. These school buses provide 10 billion school rides a year, and about 500,000 school buses travel the roads each day; and*

***WHEREAS**, school buses are considered to be the safest motor vehicles on the road, and while even though this is good news, accidents do happen; and*

***WHEREAS**, because of these accidents, about 17,000 children a year end up in the emergency room, and school bus crashes cause about seven fatalities a year, and 19 children a year are killed getting on or off the bus because they are usually in the "danger zone" of the bus; and*

***WHEREAS,** this week-long observance reminds us all of the importance of following the law and implementing school bus safety tips, as parents should be able to trust when their child gets on the school bus, that there is no need to worry about their safety.*

***NOW THEREFORE,** I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, do hereby proclaim the week October 19-23, 2020 as:*

"National School Bus Safety Week"

and urge all citizens to join us in recognizing the importance of school bus safety in the City of Cocoa.

City of Cocoa CORPORATE SEAL FLORIDA

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

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	20-695	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/5/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Certificate of Recognition: Space Coast Recovery-Recipient of the Non-Profit Business Champion of the Year 2020 Award. (Deputy Mayor Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Certficate of Recognition_ Space Coast Recovery.pdf				

Date	Ver.	Action By	Action	Result

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CERTIFICATE OF RECOGNITION

COCOA
FLORIDA

This certificate is awarded to

Space Coast Recovery

Congratulations on being named the
"2020 Non-Profit Business Champion of the Year"
by the Cocoa Beach Regional Chamber of Commerce

Presented by the City Council of the City of Cocoa
this the 13th day of October, 2020

City of Cocoa CORPORATE SEAL FLORIDA

Jake Williams, Jr., Mayor

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	20-670	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/28/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Presentation by Dr. Mark Mullins on the County's Half-Cent Sales Surtax. (Dr. Mark Mullins, Superintendent, Brevard County Public Schools)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fwd_ superintendent's message.pdf				

Date	Ver.	Action By	Action	Result

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From:	Matthew Fuhrer
To:	Carie Shealy
Subject:	Fwd: superintendent"s message
Date:	Tuesday, September 22, 2020 1:07:17 PM
Attachments:	image001.png

Can you get this on the next City Council agenda under presentations?

Thanks, Matt

Begin forwarded message:

> **From:** "Foley.Debra@Government and Community Relations" <Foley.Debra@Brevardschools.org>
> **Date:** September 22, 2020 at 12:48:39 PM EDT
> **To:** Matthew Fuhrer <mfuhrer@cocoafl.org>
> **Subject: superintendent's message**
>
> **EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**
>
> Good afternoon –
>
> I am writing to request an opportunity for Brevard Public Schools Superintendent Dr. Mark Mullins to speak before your organization (in person or virtually) about the county's half-cent sales surtax that supports our public schools and by extension the greater community. The surtax is set to expire at the end of December. An option to renew is on the upcoming November 3, 2020 election ballot. The district is working to educate and inform Brevard residents and stakeholders about the significant progress the current surtax has made over the last six years, and the critical needs that still remain to keep our schools safe and provide our children with quality, modern-day learning environments, as a majority of our 84 schools are over 45 years of age.
>
> With an extension of the sales surtax, we make a relentless commitment to our community to continue to spend the funds we receive responsibly and with transparency. BPS has in fact achieved 9 of 9 perfect audits of its surtax use since 2015.
>
> An itemized list of planned projects/investments has been published to our website at www.brevardschools.org/surtaxrenewal, so the community can

see exactly where their dollars will go. There, they can also review past projects funded by the current surtax as well as other informational materials.

Please let me know the feasibility of Dr. Mullins or other district representative speaking before your organization in the near future and if you have any initial suggestions for dates/times.

Thank you in advance for your consideration. I look forward to hearing back from you soon.

Debra Foley
Community Relations
Brevard Public Schools
321-633-1000 x11529



“A man who stops advertising to save money is like a man who stops a clock to save time.” – Henry Ford

Due to Florida's broad public records law, most written communications to or from government employees regarding public education are public records. Therefore, this e-mail communication may be subject to public disclosure.

Legislation Details (With Text)

File #:	20-630	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/17/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jacobs TO 2021-16 Request Form.pdf Jacobs Engineering TO 2021-16 Proposal.pdf Jacobs CSA Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2020
Agenda Date: October 13, 2020
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

BACKGROUND:

Since 2012 the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment/ replacement program, Cross Connection Control (CCC) inspection/testing/replacement program, and pipeline condition assessment projects. These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs managed by the Water Field Operations (WFO) division.

Due to the scope and complexity of these perpetual infrastructure assessment and repair/ replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. (Jacobs) continue to augment City staff in the form of project management assistance, contractor coordination and documentation of activities, data management and quality control assistance (including review of contractor submitted data and invoices), and long-term strategic planning.

Staff recommends the approval of Jacobs Engineering, Inc Task Order 2021-16 in the amount of $224,883.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$224,883
Account Number:	421-4025-536.31-03, WS13BC
Account Name:	Engineering Services
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On September 23, 2014, City Council approved Task Order 2015-61 with CH2M for FY2015 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 8, 2015, City Council approved Task Order 2016-66 with CH2M for FY2016 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 22, 2015, City Council approved Task Order 2016-68 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 27, 2016, City Council approved Task Order 2017-78 with CH2M for FY2017 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 27, 2016, City Council approved Task Order 2017-77 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On October 10, 2017, City Council approved Task Order 2018-84 with CH2M for FY2018 CCC Program Assistance for City staff augmentation and support for CCC Program.

On October 10, 2017, City Council approved Task Order 2018-85 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 25, 2018, City Council approved Task Order 2019-93 with Jacobs/CH2M for FY2019 project management assistance, data/Invoice review, and strategic planning in support of the Cross Connection Control Program.

On September 25, 2018, City Council approved Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset date.

On February 26, 2020, City Council approved Task Order 2020-02 with Jacobs to assist with contractor oversight, quality control, public relations, and data management for the Cross Connection Control Program.

On February 26, 2020, City Council approved Task Order 2020-05 with Jacobs to provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs.

RECOMMENDED MOTION:

To Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

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Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution
Name of CSA (Continuing Service Agreement)

DATE 09/16/20 — Task Order No. 2021-16

VENDOR Jacobs Engineering Group — **QUOTE/PROPOSAL NO.** 2021-16 ☑ Quote Attached

BID NAME & NUMBER RFQ-20-03-COC — **AMOUNT** $ 224,883.00

DEPT/DIVISION *4025 Utilities/WFO* — **PROJECT NAME & NUMBER** WFO Support / CCC Support (WS13BC)

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Over the past few years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Design is Construction Related: ☐ Yes ☐ No ☑ N/A — Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ Yes ☐ No ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

REQUESTOR Melinda Keesee Digitally signed by Melinda Keesee Date: 2020.09.16 14:58:27 -04'00' — **DEPARTMENT DIRECTOR** John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.09.16 16:17:26 -04'00'

TITLE Field Operations Technician — **DATE** 09/16/20

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☑ Approved — **Refer to this Task # on all documentation:** 2021-16

☐ Disapproved — Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 09/22/20 — Heath Hancher Digitally signed by Heath Hancher Date: 2020.09.22 14:19:03 -04'00'
Purchasing/Contracts Division Manager

Date: 09/23/20 — Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.09.23 09:12:33 -04'00'
City Manager

1) **Originator: Completes form, saves as "Task Order - Name" and forwards to Department Director.**
2) **Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Email Subject Line must read: Task Order #, Task Order Name, Department).**
3) **Purchasing assigns a Task Order No. and is approved by the Purchasing Manager.**
4) **Purchasing submits to the City Manager for approval if under $50K. If over $50K Task Order must accompany an agenda and approved by council.**
5) **City Manager reviews and approves, forwarding fully executed Task Order to purchasing@cocoafl.org.**
6) **Purchasing logs the Task Order in the database and forwards documents to the originator.**

City of Cocoa
Task Order 2021-16
FY21 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

Background

Over the past few years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 Project Management and Asset Management Assistance

JACOBS will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY22 planning. This task will also include invoicing, status updates, and administrative assistance.

JACOBS will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

After each meeting, JACOBS will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to; GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (XC2 replacement activity and Inframap field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs).

Task 2 Quality Control Process Assistance

JACOBS will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on review of design documents, oversite and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversite and review of invoices. JACOBS will provide assistance in the quality control processes.

Task 3 – Contractor Coordination and Documentation

JACOBS will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential devices. JACOBS will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. JACOBS will assist Utilities Staff with public notifications and updates. In addition, JACOBS will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

Task 4 – Data Management and Quality Control

JACOBS will review Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. JACOBS will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with

City Staff on possible solutions and the documentation of any data update processes. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

JACOBS will provide assistance to City Staff in implementation of infraMAP NOW (web-based field services software) and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

Task 5 – Strategic Planning

JACOBS will assist City Staff with the planning and implementation of the long term strategic plan for the CCC Program. JACOBS will assist the City in determining projects, process improvements, and resources required for the implementation of a comprehensive CCC Program. JACOBS will provide coordination and documentation of all planning activities and vendor interactions.

Safety

JACOBS will manage the health, safety and environmental activities of JACOBS staff to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

JACOBS and JACOBS' personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumptions

JACOBS will reasonably rely upon accuracy, and completeness of the information/data provided by the City, or other third parties.

Any review by JACOBS of designs or work product prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin in October 1, 2020 or upon City Council approval, whichever is later, and continue through September 30, 2021.

Compensation

JACOBS proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $224,883 as presented in the Exhibit A, below.

Exhibit A. Engineering Fee

Task Descriptions	Labor Hours	Labor Costs
Task 1 - Project and Asset Management Assistance	951	$135,084
Task 2 – Quality Control Process Assistance	158	$ 22,812
Task 3 – Contractor Coordination and Documentation	84	$ 10,816
Task 4 – Data Management and Quality Control	289	$ 42,946
Task 5 – Strategic Planning and Implementation	61	$ 8,725
Labor Total:	1,543	$ 220,383
Expense Total:		$ 4,500
Grand Total:		$ 224,883

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date September 10, 2020

City of Cocoa FY2021 Task Order 2021-16 WFO Division and CCC Support Labor Hour Breakdown - 09/03/2020

		Per Diem Schedule Description								
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**WFO & CCC Program Management and Asset Management Assistance**									
	Task 1.1 WFO Assistance	6	6	48	240	108	280	72	760	$ 107,886
	Task 1.2 CCC Assistance	2	2	12	60	27	70	18	191	$ 27,198
	Total	8	8	60	300	135	350	90	951	$ 135,084
2	**WFO Quality Control Process Assistance**									
				8	80		50	20	158	$ 22,812
3	**CCC Contractor Coordination and Documentation**									
				4	30		20	30	84	$ 10,816
4	**CCC Data Management and Quality Control**									
				4	150	75	30	30	289	$ 42,946
5	**CCC Strategic Planning and Implementation**									
				7	12	12	30		61	$ 8,725
								Labor Total	**1,543**	**$ 220,383**
								Expenses		**$ 4,500**
								Subcontracts		**$ -**
								Task Order Total		**$ 224,883**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

RFQ-20-03-COC

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

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

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-644	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/22/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870 from claim number VA2020098737 from a totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	URF Report Veh 31 Signed.pdf Vehicle 231 IV ACV REPORT CLAIM VA2020098737.pdf Budget Resolution FY 2021 Agenda Item 20-644 10_13_2020.pdf P - BAF 21-02-A-PD-Insurance Proceeds (10-13-20) Agenda 20-644.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 23, 2020
Agenda Date: October 13, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: John J. Hankins, Acting Chief of Police
Requested Action:
Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870 from claim number VA2020098737 from a totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle.

BACKGROUND:

On Wednesday, September 16, 2020, a Police Canine vehicle was totaled in a traffic crash. The Universal Report form was filed, and a claim number VA2020098737 has been obtained, with the amount of the claim being $15,958.19.

The Police Department is requesting that funds from this claim be brought forward into fiscal year 2021 for use to outfit a new Utility vehicle with a canine cage and canine equipment costing approximately $3,870.

STRATEGIC PLAN CONNECTION:

Crime Prevention - Patrol Canines are essential for drug detection and building searches for Officer Safety.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#21-02-A

Amount Requested	$3,870.00
Account Number	_001-2100-521.46-03 (PD14K9)
Account Name	_Repairs/Maintenance Vehicles

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__XX__ Insurance Proceeds #:_001-0000-369.96-00 (PD14K9)
___Proceeds

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870.00 from claim number VA2020098737 from a totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Appraisers of Central Florida
P.O. Box 622492
Orlando, FL 32862
Phone (407)757-2376
Fax (407)-720-4482

Email AOCF18@outlook.com

APPRAISAL REPORT - FILE # 1792028

COMPANY		VEHICLE OWNER	
Company	Florida League of Cities	**Name**	. City of Cocoa
Adjuster	Shafanta DuPree	**Address**	301 Shearer Blvd
Claim Number	VA2020098737	**City**	COCOA
Policy Number		**State**	FL
Deductible	500.00	**Zip**	32922
Insured Name	City of Cocoa	**Mobile Phone**	(321) 355-8926
Date of Loss	September 16, 2020	**Home Phone**	(321) 433-8766
Date Contacted	September 22, 2020	**Work Number**	
Date Inspected	September 23, 2020	**Email**	
Loss Type	Collision		
Claim For	Insured		
Assignment Type	Total_loss		
Appraiser	Daniel Fox		

VEHICLE INFO		VEHICLE LOCATION	
Year	14	**Location**	With Owner
Make	Chevrolet	**Location Name**	
Model	Caprice PPV	**Address**	301 Shearer Blvd
VIN	6G3NS5U28EL950558	**City**	COCOA
License Plate	XF0024	**State**	FL
Color	Black 31	**Zip**	32922
Mileage	56152	**Phone**	(321) 355-8926
Driveable	No	**Fax**	

TOWING & SALVAGE		TOTAL LOSS	
Towing Charges	$ 0.00	**Total Loss**	Yes
Lien Fee	$ 0.00	**Driveable**	No
Admin Fee	$ 0.00	**Total Loss Valuation**	Other
Other Charges	$ 0.00	**Request #**	
Storage Fee (per day)	$ 0.00	**Valuation Amount / TL %**	$16364.67 / 97.52%
Storage Since		**NADA Value**	$0.00

ESTIMATE		SALVAGE BIDS		
Estimate Amount	$ 15958.19	**Salvage Yard / Contact**	**Phone**	**Amount**
UPD Amount	$ 0.00	/		0.00
Betterment Amount	$ 0.00	/		0.00
Net Total	$ 15,458.19	/		0.00
Agreed Price				
Agreed By		**REPAIR SHOP INFO**		
Days to Repair	0	**Location Name**		
Estimate Released	No	**Address**		
Supplement #1	0.00	**City State Zip**		
Supplement #2	0.00	**Phone**		
Supplement #3	0.00	**Fax**		
Supplement #4	0.00	**Email**		
Supplement #5	0.00	**TIN**		

Claim Leader LLC, All Rights Reserved. www.claimleader.com

Appraisers of Central Florida
P.O. Box 622492
Orlando, FL 32862
Phone (407)757-2376
Fax (407)-720-4482

Email AOCF18@outlook.com

Appraiser Comments

This vehicle was damaged on the left front and right front. The airbags did not deploy. The front bumper cover is missing and the impact bar is bent. The grille and both headlamps are cracked. The core support and hood are bent. The hood impacted the windshield and cracked it. Both fenders are also damaged. The left left apron and left front rail are buckled in multiple areas. The left front rail also is torn. The left front suspension has multiple components damaged. This vehicle is a total loss. Vehicle is located at the Cocoa Fleet Yard. We spoke with Dean Kozlak at the time of inspection, he provided us with the keys to the vehicle.

Claim Leader LLC, All Rights Reserved. www.claimleader.com

Appraisers of Central Florida

Total Loss Report

Claim Number: VA2020098737 Estimate ID Number: 1792028

ACV Summary

ACV Method	TLV
Book Value	$14,100.00
Avg Dealer Quotes	$14,629.33
Avg Line 1 & 2	$14,364.67
Total Adjustments	$2,000.00
Suggested ACV	$16,364.67
Tax Rate	0.00%
Grand Total	$16,364.67

Total Adjustments

Police Equipment	$2,000.00
Total Adjustments	$2,000.00

Book Value

Retail	9/16/2020
Base Value	$12,200.00
Mileage	$1,900.00
Total	$14,100.00

Dealer Quotes

Dealer	Contact	Phone Number	Amount
HL Selby's	Online	502-935-6883	$13,988.00
Copcarsonline	Online	727-536-2677	$14,900.00
Platinum Auto & Truck Center	Online	410-406-6920	$15,000.00

Salvage Bids

Salvage Bidder	Contact	Phone Number	Amount
Quarno's Auto Salvage	Tony	321-632-7541	$3000.00
Pasco Parts	Vinny	352-232-5890	$1551.06
Budget Auto Parts	Juan	863-967-0694	$1000.00

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NADAguides Value Report 9/23/2020

2014 Chevrolet Caprice Police Patrol Vehicle

Sedan 4D Police V8

CHANGE CAR COMPARE

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	$6,975	$8,250	$9,300	$12,200
Mileage (56,152)	$1,900	$1,900	$1,900	$1,900
Total Base Price	$8,875	$10,150	$11,200	$14,100
Options				
Price + Options	**$8,875**	**$10,150**	**$11,200**	**$14,100**

Selling Your Car? **Get an Online Offer** in 2 Minutes.

Certified Pre-Owned (CPO)	+$875
Certified Price with Options	**$14,975**

RESOLUTION NO. 2020-212

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-002-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/23/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,870	001-0000-369.96-00	PD14K9	Insurance Proceeds	$ 0	$ 0	$ 3,870	$ 13,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,870	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,870	001-2100-521.46-03	PD14K9	Law Enforcement/Repairs & Maint. Veh.	$ 123,650	$ 123,650	$ 127,520	$ 136,650
$ 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
$ 3,870	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A police officer got into a traffic crash and wrecked a police canine vehicle. Proceeds from this canine vehicle are necessary for repairs to retrofit a new canine vehicle. Agenda 20-644

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/13/20 *RESOLUTION #:* 2020-212

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.

9/23/20	Susan L. Lambert (Digitally signed by Susan L. Lambert Date: 2020.09.23 11:33:51 -04'00')	9/29/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.09.29 14:53:57 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/24/20	John Hankins (Digitally signed by John Hankins Date: 2020.09.24 13:16:03 -04'00')	9/29/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.09.29 16:31:41 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	20-645	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/22/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	JAG Grant Award Signed FY21.pdf Budget Resolution FY 2021 Agenda Item 20-645 10_13_2020.pdf BAF 21-01-A-PD-JAG Grant (10-13-20) Agenda 20-645.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 22, 2020
Agenda Date: October 13, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: John J. Hankins, Acting Police Chief
Requested Action:
Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617.

BACKGROUND:

On September 19, 2020, funding for the 2020 (our Fiscal Year 2021) Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $16,617 was approved by the United States Department of Justice. We are now asking to amend the fiscal year 2021 budget to accept the JAG Grant revenue and expense. The project area identified the future use of grant funds for Surveillance Cameras to be deployed in several of the parks which have been identified within the City of Cocoa. The Department will purchase the cameras and accessories needed to install, monitor, and record the cameras.

The term of the grant is for a period of two years, and all funds, and interest must be expended.

STRATEGIC PLAN CONNECTION:

Purchasing of the Surveillance cameras will enhance the level of safety and services the Police

Department provides to the citizens of Cocoa. It will also allow for the more efficient policing through the use of technology.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$16,617
Account Number	_001-2100-521.52-14 (GR2103)
Account Name	_JAG Grant Operating Funds

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__XX__ Grant Source:
JAG Grant Revenue 001-0000-331-20-19 (GR2003)

PREVIOUS ACTION:

Council previously approved designation of these funds to cameras under agenda item 20-452 on August 12, 2020.

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 19, 2020

Mr. Matthew Fuhrer
City of Cocoa
65 Stone Street
Cocoa, FL 32922-7807

Dear Mr. Fuhrer:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Cocoa for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than $25,000." The approved award amount is $16,617. These funds are for the project entitled City of Cocoa FY20 JAG - Surveillance Cameras.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Cocoa accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda L. Hill, Program Manager at (202) 353-9196; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Cocoa
65 Stone Street
Cocoa, FL 32922-7807

4. AWARD NUMBER: 2020-DJ-BX-0410

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021

BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021

6. AWARD DATE 09/19/2020

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
231000001

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
079195608

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
City of Cocoa FY20 JAG - Surveillance Cameras

10. AMOUNT OF THIS AWARD $ 16,617

11. TOTAL AWARD $ 16,617

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Matthew Fuhrer
Interim City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		16617

21. VDJUGT3729

PROJECT NUMBER 2020-DJ-BX-0410 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

PROJECT NUMBER 2020-DJ-BX-0410 AWARD DATE 09/19/2020

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

SPECIAL CONDITIONS

31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means “criminal alien.”

(2) The term “juvenile offender” means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

SPECIAL CONDITIONS

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITIONS

47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

SPECIAL CONDITIONS

49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (https:/ / grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

61. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

Mr. Matthew Fuhrer
City of Cocoa
65 Stone Street
Cocoa, FL 32922-7807

Dear Mr. Fuhrer:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Cocoa

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-DJ-BX-0410

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Linda L. Hill
(202) 353-9196

2. PROJECT DIRECTOR (Name, address & telephone number)

Anthony Hagan
Grants Administrator
65 Stone Street
Cocoa, FL 32922-7807
(321) 433-8684

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts of Less than $25,000

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Cocoa FY20 JAG - Surveillance Cameras

5. NAME & ADDRESS OF GRANTEE

City of Cocoa
65 Stone Street
Cocoa, FL 32922-7807

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2021

9. AMOUNT OF AWARD

$ 16,617

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

RESOLUTION NO. 2020-213

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

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Legislation Details (With Text)

File #:	20-652	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/23/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Carollo Task Order 2021-17.pdf PROPOSAL.pdf AGREEMENT.pdf Budget Resolution FY 2021 20-652.pdf BAF#21-003-T-UT-4125-Carollo (10-13-20) Agenda 20-652.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 18, 2020
Agenda Date:	October 13, 2020
Prepared By:	Melinda M. Keesee, Field Operations Technician
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T

BACKGROUND:

Since 2014 the Utilities Department has successfully implemented a comprehensive gravity sewer collections system assessment/repair/replacement program. CCTV data is continuously analyzed using industry standards to determine which gravity sewer mains and manholes are in need of rehabilitation/replacement. This data is then utilized to plan and complete the necessary rehabilitation and/or replacement of wastewater infrastructure assets during the fiscal year. In FY21, pressurized wastewater conveyance systems will be added to the assessment process. The information gained from these assessment programs will provide data that is critical to the successful implementation of proactive asset management programs managed by the Sewer Field Operations (SFO) division.

Due to the scope and complexity of existing and planned asset management programs, the Utilities

Department requests that Carollo Engineers, Inc. continue to augment City staff in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.

Staff recommends the approval of Carollo Engineers, Inc. Task Order 2021-17 in the amount of $252,859.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes, BAF #21-003-T
Total Amount Requested:	$252,859
Account Number:	421-4125-536.31-03
Account Name:	Engineering Services
Source of Funds:	Operating Revenue
Amount Requested:	($52,859)
Account Number:	421-4125-536.46-00
Account Name:	Repairs and Maintenance
Amount Requested:	$52,859
Account Number:	421-4125-536.31-03
Account Name:	Engineering Services

PREVIOUS ACTION:

On August 28, 2018, City Council approved Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY2019.

On February 26, 2020, City Council approved Task Order 2020-11 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY2020.

RECOMMENDED MOTION:

To Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process

Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T.

Task Order Request Form

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System
Name of CSA (Continuing Service Agreement)

DATE 09/18/20 — Task Order No. 2021-17

VENDOR Carollo Engineerings, Inc. — **QUOTE/PROPOSAL NO.** 2021-17 ☑ Quote Attached

BID NAME & NUMBER RFQ-18-10-COC — **AMOUNT** $ 252,859.00

DEPT/DIVISION *4125 Utilities/SFO* — **PROJECT NAME & NUMBER** SFO Support

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Carollo Engineering, Inc. will provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. The ENGINEER has requested Besh Halff, Inc. (SUBCONSULTANT) to provide technical support and review in association with the manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

Design is Construction Related: ☐ Yes ☐ No ☑ N/A — Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ Yes ☐ No ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

REQUESTOR Melinda Keesee Digitally signed by Melinda Keesee Date: 2020.09.18 10:46:56 -04'00' — **DEPARTMENT DIRECTOR** John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.09.18 11:37:39 -04'00'

TITLE Field Operations Technician — **DATE** 09/18/20

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☑ Approved — **Refer to this Task # on all documentation:** _____

☐ Disapproved — Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 09/22/20 — Heath Hancher Digitally signed by Heath Hancher Date: 2020.09.22 09:26:26 -04'00'
Purchasing/Contracts Division Manager

Date: 09/23/20 — Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.09.23 10:04:28 -04'00'
City Manager

1) **Originator: Completes form, saves as "Task Order - Name" and forwards to Department Director.**
2) **Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Email Subject Line must read: Task Order #, Task Order Name, Department).**
3) **Purchasing assigns a Task Order No. and is approved by the Purchasing Manager.**
4) **Purchasing submits to the City Manager for approval if under $50K. If over $50K Task Order must accompany an agenda and approved by council.**
5) **City Manager reviews and approves, forwarding fully executed Task Order to purchasing@cocoafl.org.**
6) **Purchasing logs the Task Order in the database and forwards documents to the originator.**

TASK ORDER NO. 2021-17

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018, in connection with: FY2021 Sewer Field Operations and Division Support (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc. (ENGINEER) to provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. The ENGINEER has requested Besh Halff, Inc (SUBCONSULTANT) to provide technical support and review in association with the manhole and gravity sewer rehabilitation program, forcemain valve assessment, and other engineering services as required.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project management assistance in the form of documentation of asset management activities performed by OWNER, review and verification of wastewater collection system improvement updates to the GIS database, contracting and oversight of outside vendors/contractors, and transfer of information and data to OWNER personnel. This task will also include invoicing, status updates, meeting management, and administrative assistance.

ENGINEER will meet with OWNER to review internal field activities including assessments, replacements, and improvements to wastewater system assets. ENGINEER will document the results of these meetings with regards to decisions on disposition of assets and required updates to the asset database.

ENGINEER will assist the OWNER with preparation of documents necessary to contract with outside sources, including, but not limited to requests for proposals, requests for quotations, project definition plans, and task orders. ENGINEER will assist the OWNER with technical oversight and coordination of contractors and vendors on an as-needed basis. ENGINEER will provide other services related to the overall management of the OWNER's wastewater collection system on an as needed basis.

ENGINEER will assist the OWNER with general oversight of any design projects the OWNER deems necessary. Oversight will include review of plans produced by others, comments and recommendations.

Task 2 – Technical Support and Review

ENGINEER will assist OWNER with technical support and long-term strategic planning of field activities associated with maintenance of the OWNER's wastewater collection system. ENGINEER will assist in collecting, organizing, combining, and mapping wastewater collection system data accumulated from various sources including assessment programs, field documents, customer service records, and regulatory information. ENGINEER will coordinate meetings with the OWNER to review and verify the accumulated data and prioritize asset replacement and management practices based on verified data. This information will be utilized to plan for long-term budgets and improvements. Task 2 will include review of existing projects currently in design that require the ENGINEER's QA/AC review.
ENGINEER will also assist the OWNER with updating the Sewer Field Operations (SFO) Operations and Maintenance (O&M) at the OWNER's discretion. The SFO O&M manual revisions may include additional sections not previously incorporated in the previous version of the document.

Task 3 – SCADA Maintenance

ENGINEER will assist OWNER with lift station SCADA, including programming of the RTUs, troubleshooting, and other SCADA related activities on an as needed basis. This task includes site visits, technical support, programming and as-needed services up to the budget allocated to the task.

Task 4 –Valve Assessment

Comprehensive Condition Assessment and Maintenance Program
The ENGINEER will develop a comprehensive program to investigate the condition and maintenance practices of the OWNER's forcemain isolation valves, and ARVs. This task is the first Phase in the development of this comprehensive program. The information will be utilized to develop a Valve Asset Management Program to assist the OWNER in preserving the functionality and reliability of its wastewater valve infrastructure. A kick-off meeting will be held with City staff to discuss the approach for the assessment.

The Valve Condition Assessment and Maintenance program will be based upon available OWNER provided information including asset age, material, estimated condition, criticality within the system, and/or other factors that affect the operability and reliability of the system.

The ENGINEER will develop a data request list, which will identify information needed from the OWNER. The ENGINEER will begin the project by reviewing existing available data, photographs and other documentation of recent major maintenance concerns or repairs, GIS database, maps, existing field data, existing wastewater collection system hydraulic model, and any other relevant information. The ENGINEER will coordinate with the SUBCONSULTANT to complete condition review and QA/QC.

The ENGINEER will assist the City selecting a qualified supplier for Valve Condition Assessment and Maintenance services. The supplier's services are included under Task 4S. The ENGINEER will coordinate with the supplier and QAQC the supplier's deliverables.

Task 5 – Manhole and Gravity Sewer Program Maintenance

The purpose of this task is to support the OWNER's currently scheduled program to rehabilitate the OWNER's gravity sewer manholes and gravity sewer pipes. The ENGINEER will perform limited field investigations as part of this project. The ENGINEER will rely on data provided by the OWNER for this task.

The ENGINEER will coordinate with the City and the manhole rehabilitation services provider via bi-weekly coordination calls throughout the duration of the rehabilitation program.

The ENGINEER will coordinate with the City to review and update the manhole lining program for FY22-23.

ENGINEER will also review payment applications and provide comments to the OWNER. The ENGINEER will also utilize the SUBCONSULTANT for as needed assessment and review.

C. DELIVERABLES

ENGINEER will provide the following deliverables as part of this work task:

1. Documents as identified by the OWNER and agreed upon by the ENGINEER during the execution of this Task Order.

D. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2021.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement.

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be $252,859 based on the estimate provided in Exhibit 1.

F. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

G. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

H. EFFECTIVE DATE

This Task Order No. 16 is effective as of the 17th day of September 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 11 evidencing its issuance by OWNER and acceptance by ENGINEER.

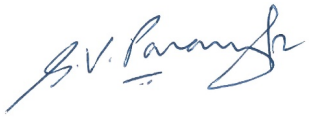
CAROLLO ENGINEERS, INC.	OWNER
Accepted this 17th day of September 2020.	
By: 	By:
Scott Richards, P.E., Associate Vice President	Matthew Fuhrer, Interim City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

EXHIBIT 1

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **FY2021 Sewer Field Operations and Division Support** **Engineering Services**		**Assistant Professional ES II**	**Professional ES IV**	**Project Professional ES VI**	**Lead Project Professional ES VII**	**Senior Professional ES VIII**	**Admin/Clerical**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 126.00	$ 156.00	$ 181.47	$ 204.75	$ 225.00	$ 70.96	$ 90.00		
TASK	TASK DESCRIPTION									
1	PROJECT MANAGEMENT AND COORDINATION									
1.1	Project and Program Management		52	10			16	12	90	$ 12,142
1.2	Subconsultant Work Coordination		14						14	$ 2,184
	Subtotal Task 1	0	66	10	0	0	16	12	104	**$ 14,326**
TASK										
2	TECHNICAL SUPPORT AND REVIEW									
2.1	Technical Support		40			10			50	$ 8,490
2.2	Technical Review		30	20		20			70	$ 12,809
2.3	O&M Manual Updates	60	18	15		12			105	$ 15,790
	Subtotal Task 2	-	70	20	-	30	-	-	120	**$ 37,089**
TASK										
3	SCADA MAINTENANCE									
3.1	Lift Station Programming				180				180	$ 36,855
	Subtotal Task 4	-	-	-	180	-	-	-	180	**$ 36,855**
TASK										
4	VALVE ASSESSMENT									
4.1	Comprehensive Condition Assessment and Maintenance Program		24	8		16			48	$ 8,796
4.2	Site Visits, Meetings, Coordination	40	16	16		16			88	$ 14,040
4.3	Review of Valve Assessment Data and GIS Data	34	20					8	62	$ 8,124
4.4	Valve Asset Management Program Support	20	20	20		8			68	$ 11,069
	Subtotal Task 5	94	80	44	-	40	-	8	266	**$ 42,029**
TASK										
5	MANHOLE AND GRAVITY SEWER PROGRAM MAINTENANCE									
5.1	Review of Payment Applications		16	6					22	$ 3,585
5.2	On-Site Services	40	32						72	$ 10,032
5.3	Coordination and Technical Support	20	40	20		30			110	$ 19,139
5.4	Manhole Lining CIP FY 22-23 Update	12	20	8				8	48	$ 6,804
	Subtotal Task 6	72	108	34	-	30	-	8	252	**$ 39,560**
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**166**	**324**	**108**	**180**	**100**	**16**	**28**	**922**	**$ 169,859**
SUBCONSULTANT										
Task 4S	Valve Assessment Subconsultant Services									$ 53,000
Task 5S	BESH Halff Services									$ 30,000
	Total Project Hours and Labor Costs (SUBCONSULTANT)								-	**$ 83,000**
	TOTAL NOT-TO-EXCEED FEE									**$ 252,859**

ENGINEERING SERVICES PROPOSAL/AGREEMENT

FOR

CAROLLO ENGINEERS
FOR
CITY OF COCOA FY21 SEWER FIELD OPERATIONS SUPPORT

ENGINEERS:

BESH HALFF, INC.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
rern@besandh.com

CLIENT:

CAROLLO ENGINEERS
200 East Robinson St., Suite 1400
Orlando, Florida 32801
(407) 478-4642 – Phone
(407) 478-4643 – Fax
Contact: Larry Elliott, P.E.
lelliott@carollo.com

ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE: BESH HALFF, Inc., is pleased to submit this proposal for the City of Cocoa's FY21 Sewer Field Operations Division Support.

TASK 001 Sewer Field Operations Division Support

BESH HALFF will assist Carollo with providing support services to the City of Cocoa's Sewer Field Operations Division. It is anticipated that the following services will be performed under this Task Order:

- Technical Support and Review
- Force Main Valve Assessment
- Manhole and Gravity Sewer Rehabilitation Program Support
- Other engineering services as required

NOT TO EXCEED FEE: $30,000

SUMMARY FEE SCHEDULE

TASK 001	$	30,000
TOTAL		**$30,000**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Environmental Assessments
2. Surveying
3. CMMS Software or License Fees
4. Geotechnical Investigations
5. Final Engineering Design
6. Hydraulic Modeling
7. Easement or Property Acquisition Services

HOURLY RATE SCHEDULE
(2020)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	$180.00/HOUR
PROFESSIONAL ENGINEER	$150.00/HOUR
PROJECT ENGINEER	$120.00/HOUR
ENGINEER TECHNICIAN I	$110.00/HOUR
ENGINEER TECHNICIAN II	$85.00/HOUR
BUILDING INSPECTOR	$75.00/HOUR
CONSTRUCTION ENGINEER	$95.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	$160.00/HOUR
PROFESSIONAL SURVEYOR	$125.00/HOUR
4 MAN FIELD CREW	$195.00/HOUR
3 MAN FIELD CREW	$155.00/HOUR
2 MAN FIELD CREW	$130.00/HOUR
SURVEY TECHNICIAN I	$100.00/HOUR
SURVEY TECHNICIAN II	$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....$1.25
24 x 36.....$2.50

Color Copies

11 x 17.....$2.00
24 x 36.....$6.00

Black & White Copies

8 ½ x 11.....$0.10
8 ½ x 14.....$0.10
11 x 17.....$0.20

Color Copies

8 ½ x 11.....$0.25
8 ½ x 14.....$0.25
11 x 17.....$0.45

Other Printing Services

24 x 36 Mylar.....$12.00
24 x 36 Photo Paper, Color..... $36.00
24 x 36 Foam Board.....$30.00

Other Services

Fax/Scan.....$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc.)...@ cost
Concrete Monuments..... $11.00
Rebar..... $2.00
Mileage (T/M Projects Only)..... $0.59

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

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

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

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

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

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the

insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

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

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

RESOLUTION NO. 2020-210

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-003-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 09/23/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 52,859)	421-4125-536.46-00		Repairs and Maintenance	$ 1,339,050	$ 1,423,045	$ 1,370,186	$ 34,580
$ 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
($ 52,859)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 52,859	421-4125-536.31-03		Engineering Services	$ 125,000	$ 175,811	$ 228,670	$ 52,860
$ 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
$ 52,859	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer in order to fund task order 2021-17 with Carollo Engineers. Carollo Engineers, Inc. will provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. This task order will be presented for Council approval at the October 13, 2021 meeting, Agenda #20-652.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/13/20 *RESOLUTION #:* _____

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.

9/23/20	Melinda Keesee Digitally signed by Melinda Keesee Date: 2020.09.23 12:28:04 -04'00'	9/24/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.09.24 08:53:00 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/23/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.09.23 13:12:28 -04'00'	9/30/20	Lora Howell Digitally signed by Lora Howell Date: 2020.09.30 09:47:29 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	20-654	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/24/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP'S and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CAROLLO 2020-15 $157598.35 - UT-SELLERS.pdf PROPOSAL.pdf AGREEMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 24, 2020
Agenda Date:	October 13, 2020
Prepared By:	Ada Oliver, Administrative Assistant
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:
To Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP'S and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35.

BACKGROUND:

Carollo Engineers, Inc. is the engineer of record for the Sellers Water Reclamation Plant. Staff has requested SCADA Programming support services for the VTSCADA System, LCP'S, and RTU'S on an as-needed and on-call basis. They will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTSCADA.

Sellers Staff is requesting City Council approval of Task Order No. 2021-15 with Carollo Engineers, Inc. for continued support on SCADA Programming.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$150,123.35
Account Number	421-4120-536.46-00
Account Name	Repairs & Maintenance
Amount Requested	$7,475.00
Account Number	421-4120-536.56-15
Account Name	I.T. Related Operating

Total Budget $157,598.35

PREVIOUS ACTION:

On May 8, 2018, City Council approved RFQ-18-10-COC with Carollo Engineers, Inc. for Wastewater Collections, Treatment and Disposal at the Sellers Water Reclamation Facility.

RECOMMENDED MOTION:

To Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8839089&GUID=A9F1649C-2FDD-43A1-B26B-5E238B1B7EBA* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2021-15

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018, in connection with: Fiscal Year 2021 Jerry Sellers WRF SCADA Maintenance (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operated the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of work is to provide scheduled programming services and to provide emergency on-call remote support as deemed necessary for system maintenance.

The following is understood:

- The OWNER will provide knowledge on existing programming infrastructure and equipment using OWNER staff input and previously contracted engineers.
- The OWNER shall provide the ENGINEER with the ability to remotely access the Jerry Sellers Plant and City's SCADA system in order to provide remote and emergency services as deemed necessary.
- The ENGINEER will work with the OWNER's staff to provide a team of SCADA services that will result in increased redundancy and reliability in the services.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project oversight including the following:

- Project billing
- Coordination with Sellers staff to schedule regular site visits, and
- General coordination related to SCADA services under the Scope of Work

ENGINEER will coordinate with the OWNER as deemed necessary, to manage and implement the services herein. This subtask includes coordination between the ENGINEER and the OWNER throughout the duration of the project for implementation of the scope of work.

Task 2 – SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs on a weekly schedule as described in section D of this scope of work.

ENGINEER will provide these services on an hourly basis using the OWNER's programming software and licenses. Services requested by the OWNER outside the normal business hours as described under section D, will be allocated under Task 3 of this scope of services. No work will proceed without the OWNER's request.

Task 3 – As Needed and Emergency On-Call Services

The ENGINEER will provide supplementary services and emergency on-call response as deemed appropriate when requested by the OWNER. These will be conducted on an hourly basis. OWNER's request to provide services during non-business hours will be considered as authorization to allocate labor under this task. OWNER will provide ENGINEER with remote VPN access to their system to allow for offsite support. Refer to section D for additional details on the schedule and response time requirements under this task.

Task 4 – Software License Renewals

ENGINEER will renew the OWNER's software licenses and support contracts as requested by the OWNER. These renewals are anticipated to include XL Reporter Support, Micromain Support, and Trihedral VTScada. No purchases will be made without authorization from the OWNER. These software license renewal fees are estimated in Attachment A.

C. DELIVERABLES

It is understood that there will be no deliverables as part of this scope of work.

D. SCHEDULE

The time periods for the performance of ENGINEER's services will commence upon the request of the OWNER through September 30, 2021.

ENGINEER will provide once a week on-site routine services during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM) at a mutually agreed schedule with the OWNER.

The ENGINEER will acknowledge OWNER's request outside the weekly site visits during normal business hours, within three (3) hours of the request receipt and will address the concern in a timely manner according to the priority level of the request. Normal business hours requests will be allocated under Task 2 services.

During non-business hours, ENGINEER will acknowledge OWNER's request within five (5) hours and will address the concern in a timely manner according to the priority level of the request. Non-business hours requests will be allocated under Task 3 services.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Master Services Agreement. ENGINEER proposes to complete the above stated work for an

upper limit fee of one-hundred and fifty-seven thousand, five hundred ninety-eight and 35/100 dollars ($157,598.35) based on the estimate provided in Attachment A.

F. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

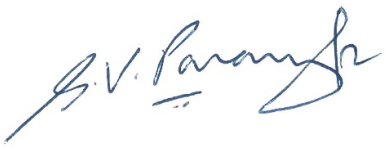
G. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

H. EFFECTIVE DATE

This Task Order No. 2021-15 is effective as of the 17th day of September 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2021-15 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
By: 	By:
Scott Richards, P.E., Associate Vice President	Matthew Fuhrer, Interim City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

ATTACHMENT A

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates** **Engineering Services**		**Lead Project Professional ES VII**	**Lead Project Professional ES VII**	**Admin/Clerical**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 204.75	$ 204.75	$ 70.96		
	TASK AND DESCRIPTION					
1	Project Management and Sub-Consultant Coordination		39	26	65	$9,830.21
2	SCADA Programming	520			520	$106,470.00
3	As Needed Services	104			104	$21,294.00
	Total Hours and Labor Costs	520	39	26	689	**$137,594.21**
4	Software License Renewals					
	XL Reporter Support					$ 600.00
	Micromain Support					$ 995.00
	Triheadral VTScada Support					$ 4,905.00
	Sotware License Contingency Increase 15%					$ 975.00
	Total Software License Renewals					**$7,475.00**
	Travel and ODCs					$12,529.14
	Total Travel and ODCs					**$12,529.14**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)					**$157,598.35**

Legislation Details (With Text)

File #:	20-664	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/28/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DBI Demolition Renewal_.pdf DBI Form of Agreement (DEMO).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2020
Agenda Date: October 13, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020.

BACKGROUND:

At the June 26, 2019 City Council meeting, Council approved and executed the agreement with DBI Demolition for code enforcement initiated and citywide demolition services beginning October 1, 2019. The contract was effective through September 30, 2020, with four (4) annual renewal options.

In Fiscal Year 2020, the City demolished five (5) structures and expended $31,439 of the budget.

- 1604 Clearlake Road
- 537 Bernard Avenue
- 227 Lemon Street
- 228 Orange Street
- 1046 Peachtree Street

In Fiscal Year 2021, a budget of $15,135 has been established for code enforcement initiated demolitions using Community Development Block Grant (CDBG) funds in the 103-3240-554-83.00 account. However, this Agreement allows for any city department to initiate demolitions using other

sources of funds. The City is requesting approval of the 1st Amendment to Agreement B-19-14-COC for demolition services city-wide.

STRATEGIC PLAN CONNECTION:

Goal 1-Objective 1.4: Improve the City's physical image through improvement of the appearance of privately-owned properties within Cocoa through improved maintenance, code enhancements and incentives.

BUDGETARY IMPACT:

Budgeted (in FY 2021) Yes
If not budgeted, is amendment/transfer attached? N/A

Amount Requested $15,135
Account Number _103-3240-554-83.00
Account Name _Grants and Aids

Source of Funds: CDBG Funds

PREVIOUS ACTION:

June 26, 2019 - Council executed the agreement with DBI Demolition beginning October 1, 2019 with four (4) renewal options.

RECOMMENDED MOTION:

Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

FORM OF AGREEMENT
BID NO. B-19-14-COC
CITY OF COCOA

This Agreement made and entered into on the 26th day of June, 2019 by and between Don Bell, Inc. (DBA: DBI Demolition), 2838 Sarno Rd., Melbourne, FL 32935 hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the General Conditions and Scope of Work, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **seven (7)** consecutive calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and totally complete all work in its entirety within **the time provided as the Completion Date and after receiving a passing and final inspection on the demolition permit.** The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, **the amount of one thousand, seven hundred ($1,700) per calendar day.**

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

NA ($ NA)
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS – Payments will be initiated upon successful completion of the work requested, a passing inspection and submission of an invoice for work performed on the project.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not

greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - This is not required for this bid package.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within forty five (45) days after the date of said final certificate.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. FULLY NEGOTIATED AGREEMENT - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. SEVERABILITY - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. VENUE AND GOVERNING LAW - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of

or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY _____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

SEAL
CORPORATE
OF COCOA
FLORIDA

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Prepared by and return to:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873

PUBLIC DRAINAGE EASEMENT
Adamson Creek One-A

THIS PUBLIC DRAINAGE EASEMENT ("Easement") is made this _____day of _____2020 by **ADAMSON CREEK HOMEOWNER'S ASSOCIATION, INC.,** a Florida not for profit corporation, (hereinafter called "Grantor"), in favor of the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, having a mailing address of 65 Stone Street, Cocoa, Florida 32922("Grantee").

WITNESSETH

WHEREAS, Grantor is the sole owner and non-exclusive easement holder of certain real property located within the City of Cocoa; and

WHEREAS, Grantor desires to convey a public drainage easement over, under, across and through a portion of its real property, as legally described herein, for purposes of allowing Grantee to convey and discharge surface stormwater drainage and runoff through and into the privately owned and maintained stormwater improvements, facilities, ponds and other incidental appurtenances in the Adamson Creek One-A subdivision; and

WHEREAS, Grantor and Grantee agree that this Easement is necessary to provide the Grantee the easement rights described herein where the streets in the Adamson Creek One-A subdivision were dedicated to the public and drain into stormwater facilities and ponds that remain owned and maintained by the Grantor; and

WHEREAS, Grantor and Grantee believe that this public drainage easement is in the best interest of the public health, safety, and welfare of the citizens of Cocoa; and

NOW, THEREFORE, in consideration of the enumerated public purposes stated herein, and mutual covenants, terms and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor provides as follows:

1) **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

2) **Grant of Easement.** Grantor hereby voluntarily grants to Grantee and its successors and assigns, subject to any previous duly recorded easements or grants

of record, a perpetual, non-exclusive public drainage easement over, under, across and through the real property legally described in **EXHIBIT "A"** (the "Property") for the conveyance, discharge, treatment and storage of stormwater drainage and runoff through and into the privately-owned and maintained stormwater improvements, facilities, ponds and other incidental appurtenances in the Adamson Creek One-A subdivision ("Private Stormwater Improvements"). Nothing in this Easement is intended to supersede or alter the obligations of Grantor to maintain Private Stormwater Improvements in the Adamson Creek One-A subdivision as described in the plat thereof, recorded in the Official Records of Brevard County, Plat Book 57, Page 49. Grantor and Grantee acknowledge and agree that the stormwater management tracts are owned and maintained by the Grantor and that the drainage easements for stormwater conveyance facilities and improvements are described and depicted on the plat as "private." Further, nothing herein is intended to terminate or release the previously dedicated emergency access easements for ingress and egress and maintenance over all private drainage easements and stormwater managements tracts in the Adamson Creek One-A plat, which shall continue in full force and effect.

3) **Purpose of Easement.** It is the express purpose of this easement to provide Grantee the unconditional right to convey and discharge stormwater from the public streets, thoroughfares, and other rights-of-way and public easements in the Adamson Creek One-A subdivision over, under and through the Property for the purposes stated herein.

4) **Rights of Grantee.** To accomplish the purposes stated above the following rights are granted to the Grantee by this Easement:

a. To use the Easement for conveyance, discharge, treatment and storage of stormwater drainage and runoff from the public streets, thoroughfares, and other rights-of-way and public easements in the Adamson Creek One-A subdivision over, under and through the Property; and

b. To prevent any activity on or use of the Easement that is inconsistent with the purpose of the Easement, and to require the restoration of areas or features of the Property that may be damaged by an inconsistent activity or use; and

c. To enforce the obligations of Grantor to maintain in good, working condition the Private Stormwater Improvements in the Adamson Creek One-A subdivision and, in the event of Grantor's failure to so maintain the Private Stormwater Improvements, Grantee shall be authorized to continue to exercise any and all previously-dedicated emergency access easements to maintain such Private Stormwater Improvements and to charge the costs of such maintenance to the Grantor; and

d. To take any civil action deemed necessary, at the Grantee's sole and absolute discretion, to protect and preserve the Easement granted hereunder.

5) **Easements Run with the Land.** This Easement shall remain a charge against the Property. Therefore, this Easement shall "run with the land" and be automatically assigned by any deed or other conveyance conveying a portion of the Property relating to this easement, even though conveyance makes no reference to this Easement as such.

6) **Attorney's Fees.** In the event of any legal action arising under this Easement between the parties, the parties agree to incur their own attorney's fees, court costs, and expenses, through all appellate proceedings.

7) **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

8) **Successors.** The covenants, terms, conditions, rights, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property.

9) **Grantors Representations and Warranties.** Grantor hereby agrees and makes the following representations and warranties to Grantee:

a. Grantor is lawfully seized of said Property in fee simple or has a non-exclusive private drainage easement over the Property and has full and lawful authority to execute this Easement, convey the Easement to Grantee, and bind the Property as set forth herein.

b. The Property is free of any and all encumbrances, except zoning restrictions and prohibitions and other requirements imposed by government authority and other encumbrances which are recorded in the public records of Brevard County, Florida.

c. Grantor shall pay any and all taxes that are levied on the Property, from time to time, as said taxes and assessments come due.

d. Grantor hereby warrants the title to the Easement granted hereunder over, under, and across the Property and will defend the same against lawful claims of all persons whomever.

10) **Grantee's Right to Seek Equitable Relief.** Grantor agrees, acknowledges and recognizes that any breach of this easement by Grantor would result in irreparable harm to Grantee and the public**,** and accordingly, Grantor agrees that in addition

to and not in lieu of all legal and equitable remedies available to Grantee by reason of such breach, Grantee shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence and continuation of the breach.

11) **Sovereign Immunity.** The Grantee intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Easement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law. Grantor agrees that City shall not be liable under this Easement for punitive damages or interest for the period before judgment. Further, Grantee shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Easement.

12) **Modifications.** This Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives thereto.

13) **Grantors Duty of Noninterference.** Grantor agrees not to interfere or allow others to interfere with Grantee's rights to use the Property as specifically set forth herein. Grantor agrees to enforce its private drainage easement rights and not to permit or allow the construction or erection of any building or structure on the Property without prior written consent of the Grantor and Grantee.

14) **Termination.** The parties agree that this Easement is intended to be perpetual. However, in the event the Grantee determines, at its sole discretion, that it no longer requires the Property for the uses described herein, Grantee, at Grantor's written request, agrees to execute an appropriate written instrument to terminate this easement.

15) **Notice.** All notices, demands requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as followed:

To GRANTOR:

Adamson Creek Homeowners Association, Inc.
Attn: President
1430 Culver Drive NE
Palm Bay, Florida 32907

TO GRANTEE:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

IN WITNESS WHEREOF, Grantor and Grantee set their respective hands on the day and year above written.

WITNESSES:

ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.
(**GRANTOR**)

_____

by _____

Print Name_____

Print Name _____

_____

Print Name_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged and sworn to before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020 by _____, the _____ of the Adamson Creek Homeowners Association, Inc., on behalf of the corporation, who is/is not personally known to me, or has produced _____ as identification.

_____
NOTARY PUBLIC

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _

WITNESSES **CITY OF COCOA (GRANTEE)**

_____ _____

Print Name _____ By: Matthew Fuhrer
Interim City Manager

_____

Print Name_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged and sworn to before me by means of (___) physical presence or (___) online notarization this ___ day of _____, 2020 by Matthew Fuhrer, Interim City Manager of the City of Cocoa, Florida, on behalf of the municipal corporation, who is/is not personally known to me, or has produced_____ as identification.

_____
NOTARY PUBLIC

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

THOSE CERTAIN 20 FOOT WIDE PRIVATE DRAINAGE EASEMENTS ENCUMBERING LOTS 4 AND 5, LOTS 15 AND 16, LOTS 23 AND 24, LOTS 101 AND 102, LOTS 110 AND 111, LOTS 116 AND 117, LOTS 132 AND 133, LOTS 138 AND 139, LOTS 142 AND 143, LOTS 151 AND 152, LOTS 163, 164 AND 165, LOTS 394 AND 395 AND LOTS 403 AND 404:

TOGETHER WITH THAT CERTAIN 20 FOOT WIDE PRIVATE DRAINAGE EASEMENT ENCUMBERING LOTS 125, 126 AND TRACT G;

TOGETHER ALSO WITH THAT CERTAIN 20 FOOT WIDE PRIVATE DRAINAGE EASEMENT ENCUMBERING LOTS 158, 159 AND TRACT F;

TOGETHER ALSO WITH THAT CERTAIN 20.7 FOOT WIDE PRIVATE DRAINAGE ACCESS EASEMENT ENCUMBERING LOT 99;

TOGETHER ALSO WITH THAT CERTAIN PRIVATE DRAINAGE EASEMENT ENCUMBERING TRACT L;

ALL APPEARING ON SHEETS 4, 6 AND 7 OF THE PLAT OF ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER ALSO WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

PART OF TRACT M AND PART OF TRACT R, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 384 OF SAID ADAMSON CREEK PHASE ONE-A AND RUN N00°16'59"E, ALONG THE EAST RIGHT-OF-WAY LINE OF TALBOT BOULEVARD, (A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF SAID ADAMSON CREEK PHASE ONE-A), A DISTANCE OF 113.87 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N00°16'59"E A DISTANCE OF 4.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF THE CURVE OF SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 03°09'13", A CHORD LENGTH OF 15.13 FEET AND A CHORD BEARING OF N01°51'36"E), A DISTANCE OF 15.14 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE EAST; THENCE S89°42'50"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 37.49 FEET; THENCE S00°17'10"W A DISTANCE OF 20.00 FEET; THENCE N89°42'50"W A DISTANCE OF 37.91 FEET TO THE POINT OF BEGINNING.

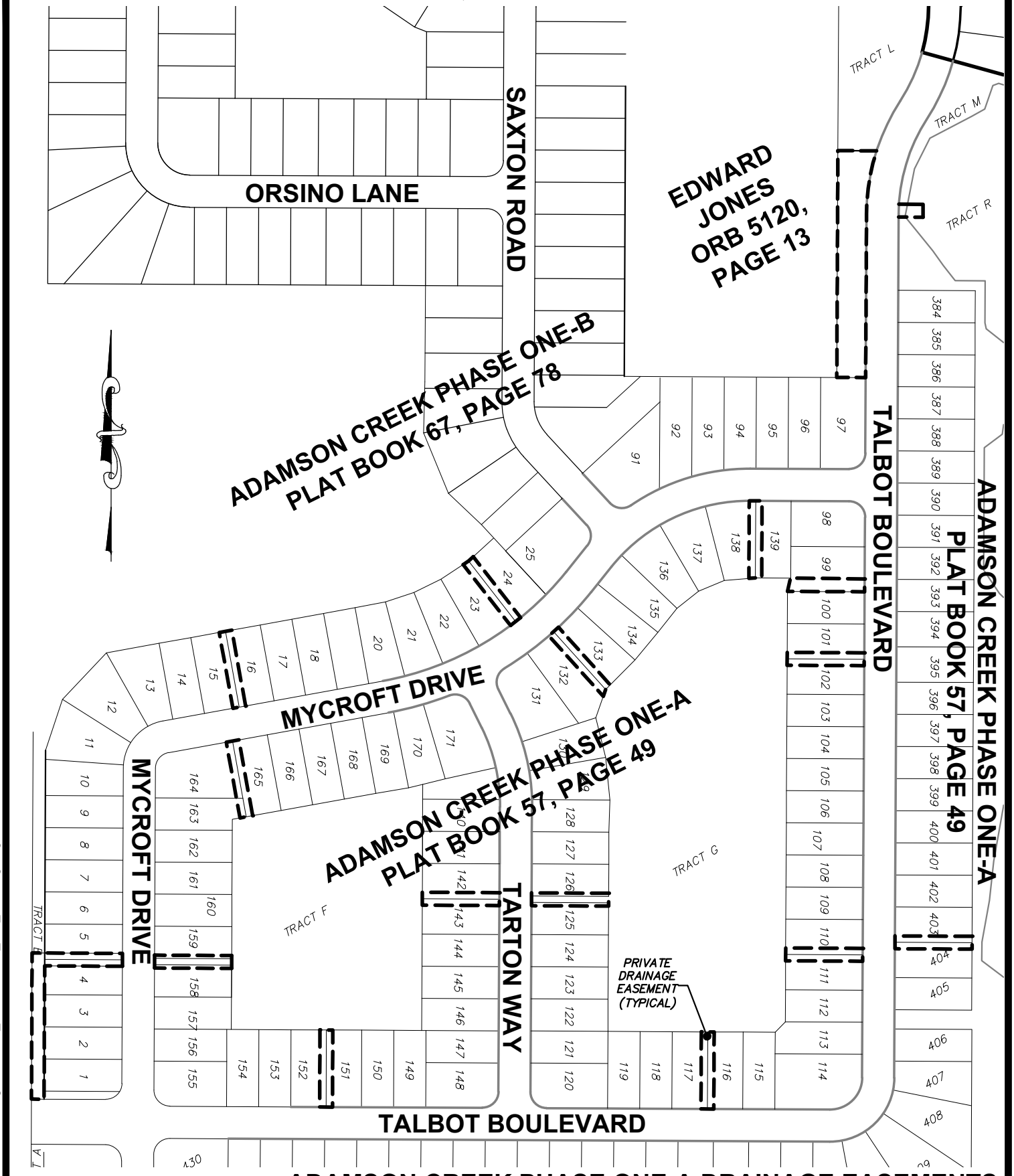
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ADAMSON CREEK PHASE ONE-A DRAINAGE EASEMENTS

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/21/2020
DESIGN/DRAWN: LEH
DRAWING# 1145302_100_004
PROJECT# 11453.02
SHEET 2 OF 2

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



ADAMSON CREEK PHASE ONE-A DRAINAGE EASEMENTS

0 200

(IN FEET)

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/21/2020
DESIGN/DRAWN: LEH
DRAWING# 1145302_100_004
PROJECT# 11453.02
SHEET 2 OF 2

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Legislation Details (With Text)

File #:	20-679	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/30/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sunstate Master Contract 2020.pdf ECP_Sunstate_$1225000_WFO.pdf Sunstate Sole Source Resolution.pdf Sunstate-Neptune Sole Source Letter.pdf Sunstate_Cover Letter - Neptune Pricing 5-28-20.pdf Sunstate Meter-Neptune Product Price List 5-28-20.pdf Prior ECP Approval_(6.20.20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2020
Agenda Date:	October 13, 2020
Prepared By:	Heath Hancher, Purchasing Manager
Through:	Rebecca Bowman, CGFO, CGFM, Finance Director

Requested Action:
To Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the Neptune authorized distributor and reseller, Sunstate Meter and Supply since the early 1990's. Water meters are stocked at the warehouse until the Utilities Department withdraws the necessary

hardware at which time it is charged to the appropriate repair and maintenance account.

Replacement of water meters, ancillary equipment and other ancillary hardware is vital to utility water consumption reads and billing that generate revenue for the Utility Fund. The City has standardized the use of Neptune meters and Sunstate Meter and Supply Inc. is the only authorized dealer of Neptune meters in Florida. Staff is requesting approval of a Resolution to Waive Competitive Bid to allow purchases from Sunstate Meter and Supply, Inc. throughout FY21. The City's Purchasing Division is currently working with the City Attorney and Sunstate Meter and Supply Inc. to negotiate, draft and finalize a multi-year agreement and anticipates a mutual agreement to go to council during late October or early November for approval.

To reduce the amount of purchase orders required for purchase of meters and ancillary equipment throughout the year, the staff is requesting approval to utilize a Blanket Purchase Order through Sunstate Meter and Supply Inc. for an initial purchase order amount of $1,225,000, which is an increase of FY20's annual expenditures. The expenditures related to the purchase of new meters has increased in recent years as the City has been installing radio read meters only. The meters support the City's ability to transition to an automated meter reading program in the future. Should FY21 purchases exceed the amount requested, a change order to add funds will be presented to City Council for additional purchasing authority. Through use of a Blanket Purchase Order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$1,225,000
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from authorized distributor and reseller, Sunstate Meter and Supply Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune water meters from Sunstate Meter and Supply Inc., Newberry, FL.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement for the purchase of ¾" - 2" water meters utilizing the Manatee County, FL, service agreement #T4000065, which was awarded to Sunstate Meter and Supply Inc., and its' sub-contract, Neptune

Technologies Group Inc. on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc., and sub-contractor, Neptune Technologies Group Inc., utilizing Manatee County Service Agreement #T4000065 for the purchase of ¾" - 2" water meters.

On November 28, 2018, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc., and sub-contractor, Neptune Technologies Group Inc., utilizing Manatee County Service Agreement #T4000065 for the purchase of water meters, effective August 17, 2014 through August 16, 2019.

On June 26, 2019, City Council approved additional purchasing ability up to $200,000 for FY 2019 and approved Change Order #1 to Purchase Order No. 74016 with Sunstate Meter and Supply Inc., utilizing the Manatee County Agreement IFAS #T4000065A, effective August 17, 2014 through August 16, 2019.

On November 13, 2019, City Council approved participation in a cooperative purchase agreement with Sunstate Meter and Supply Inc., for water meter purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021.

On June 24, 2020, City Council approved a resolution waiving the competitive bidding process for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc. and approve purchase of $300,000 of Neptune Meters for the remainder of FY20.

On September 23, 2020, City Council approved change order adding for an additional $3,546.92 of funds to be applied to Blanket Purchase Order # 75715 for the purchase of meters and related hardware required for the remaining FY20.

RECOMMENDED MOTION:

To Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21.

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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

1.0 TERM, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase Orders approved hereunder.

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

c. "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.2 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Seller shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

6.0 INDEPENDENT CONTRACTOR

6.1 At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

7.0 NO JOINT VENTURE

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

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

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

10.0 DRAFTING

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

11.0 NOTICE

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

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

11.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

12.0 SOVEREIGN IMMUNITY

12.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Seller agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

14.3 General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual performing under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

b. No principal (which includes officers, directors, or executive) or individual holding a performing under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

c. The undersigned is authorized to execute this Agreement on behalf of the Seller and said signature shall bind the Seller to this Agreement. No further action is required by the Seller to enter into this Agreement other than Seller's undersigned representative execution of the Agreement.

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

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18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the ***"Uptime Commitment"***), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

(c) Seller shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Seller from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____

Print Name/Title: _____

Date: _____

SELLER:

By: Keith Ellenburg

Print Name/Title: Keith Ellenburg

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

ATTEST:

By: _____
City Clerk

THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

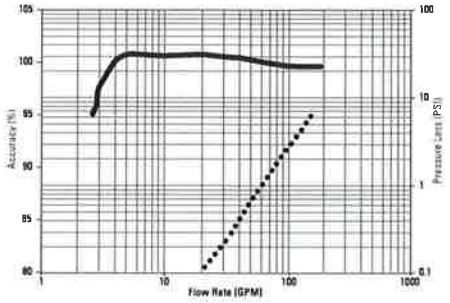
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

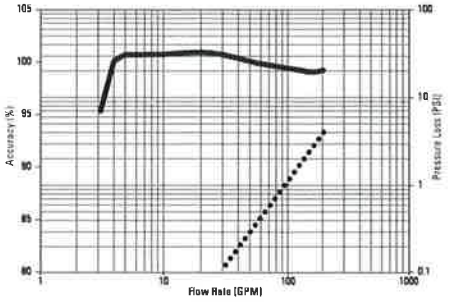
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

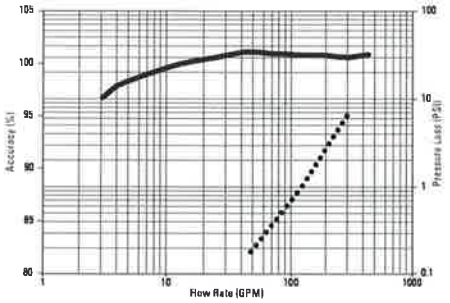
1½" Accuracy



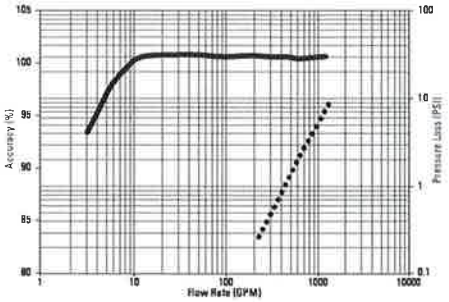
2" Accuracy



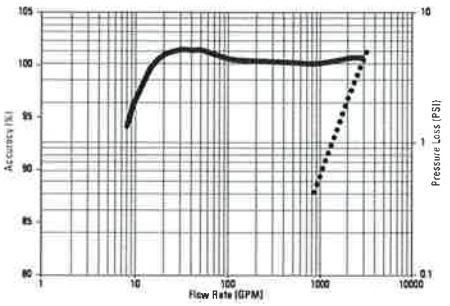
3" Accuracy



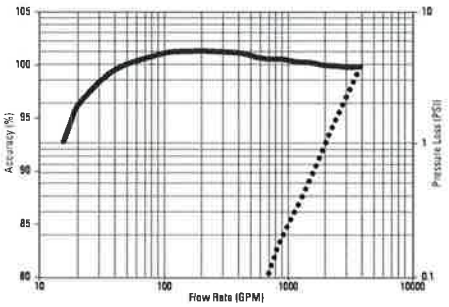
4" Accuracy



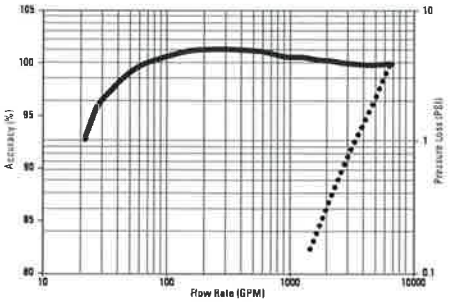
6" Accuracy

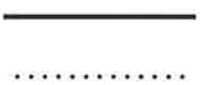


8" Accuracy



10" Accuracy





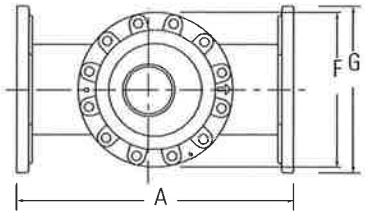
These charts show typical meter performance. Individual results may vary.

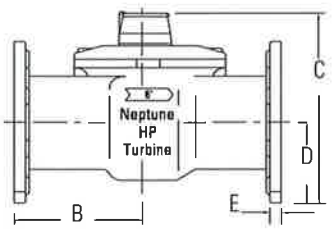
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE TECHNOLOGY GROUP

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ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

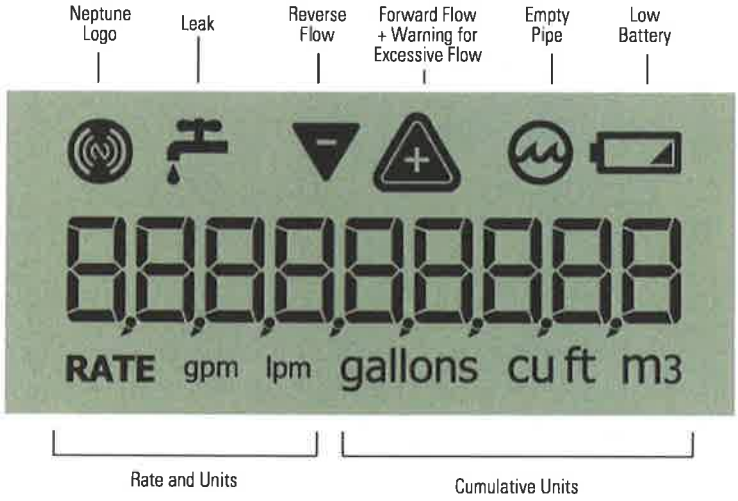
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 7/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 11/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

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NEPTUNE TECHNOLOGY GROUP

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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group

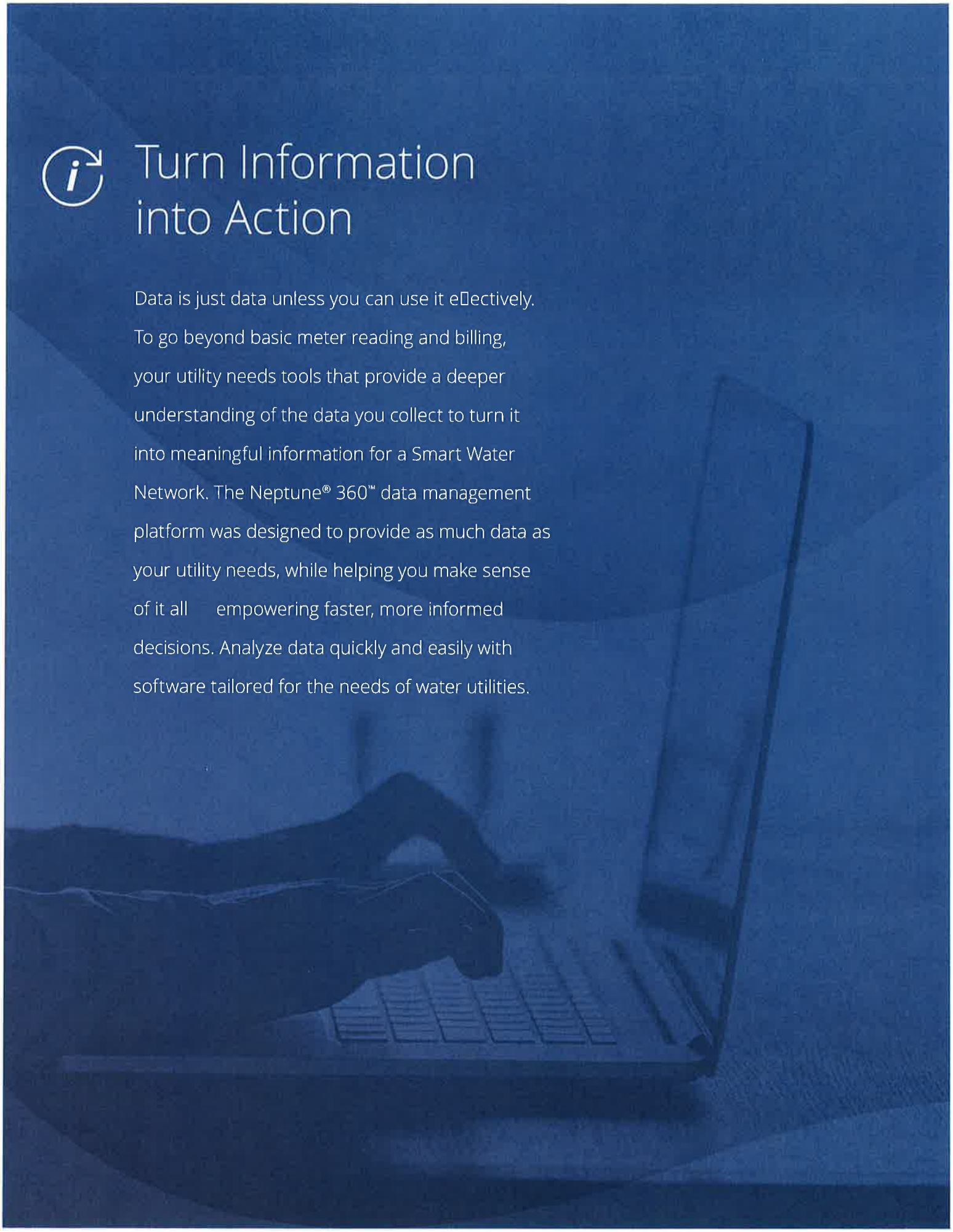


NEPTUNE
TECHNOLOGY GROUP

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Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.



Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.





Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



METERS MATTER

Stream critical actionable data right into Neptune® 360™.

WALK-BY DATA

Sync collected data easily.





FUTURE PROOF AMI

Connect AMI network data.

BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



MOBILE

Incorporate mobile data collection.







THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.

+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

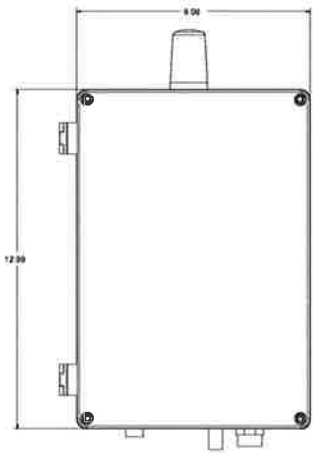
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

- Made from lead free, high-copper alloy
- NSF/ANSI 372, NSF/ANSI 61
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic or composite
- Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes

- 5/8", 5/8" x 3/4"
- 3/4", 3/4" SL, 3/4" x 1"
- 1", 1" x 1¼"

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps

- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

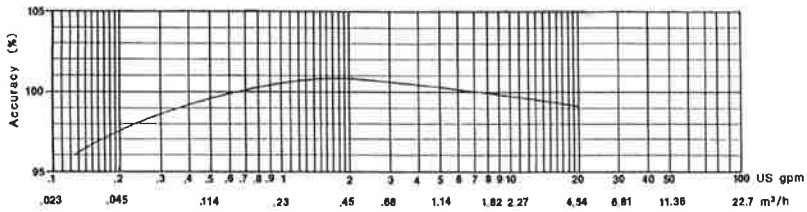
Connections

- Lead free, high-copper alloy, straight or bent

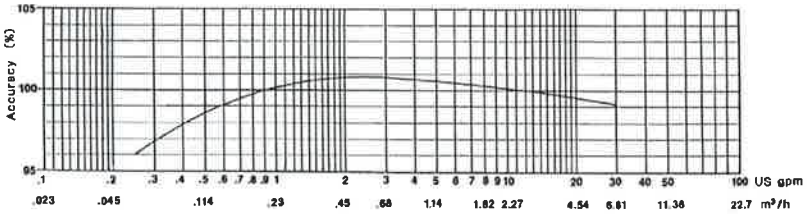
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

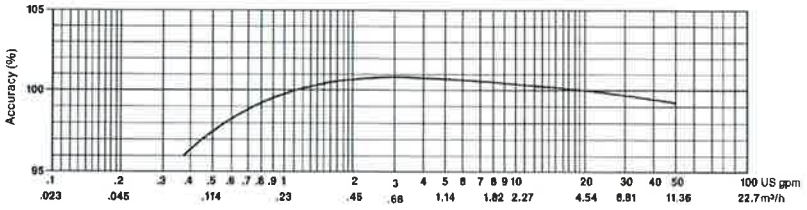
5/8" ACCURACY



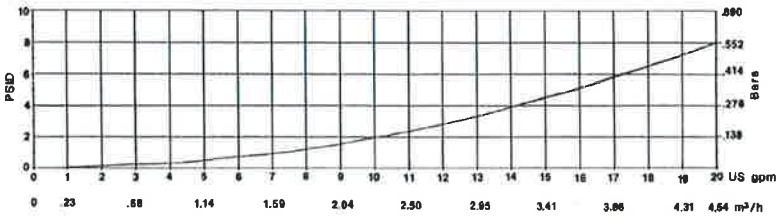
3/4" ACCURACY



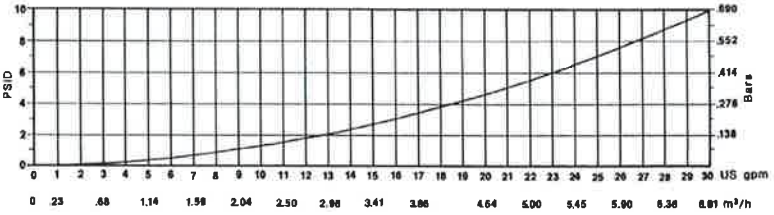
1" ACCURACY



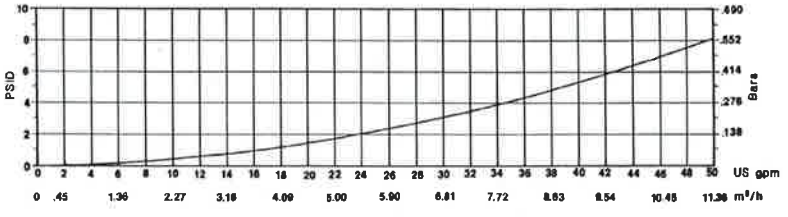
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

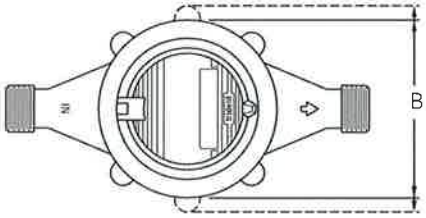


1" PRESSURE LOSS

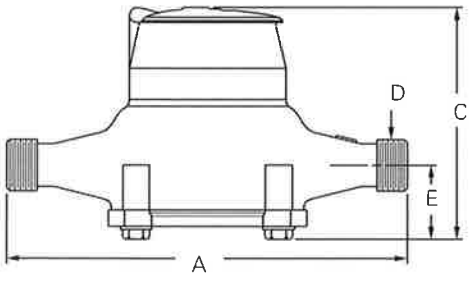


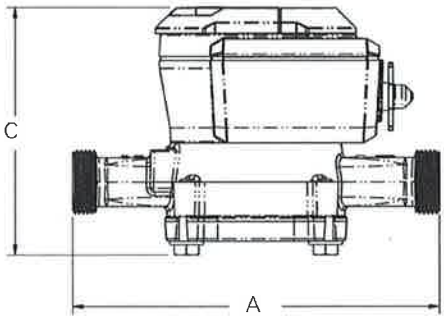
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	⅛ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	⅜ US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	¾" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**¾" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**¾" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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Dimensions

Wall MIU





Pit MIU





CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

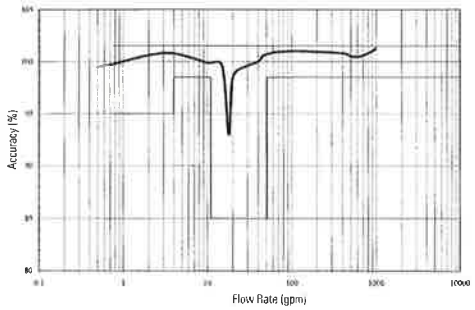
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

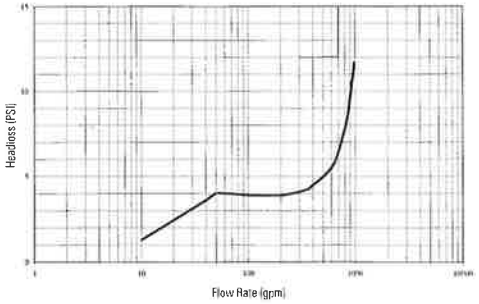
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

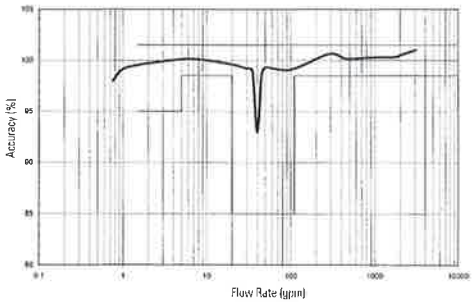
4" Accuracy



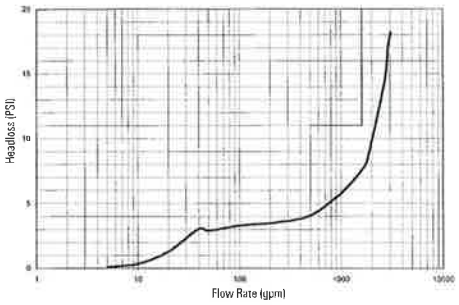
4" Headloss



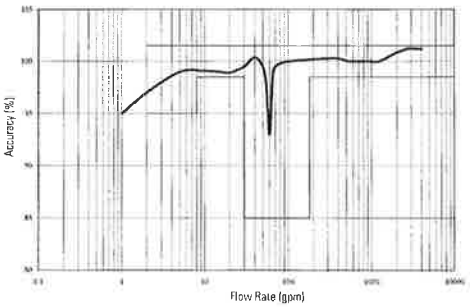
6" Accuracy



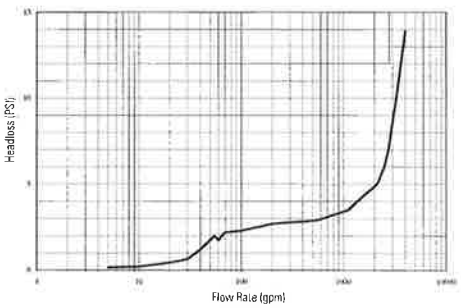
6" Headloss



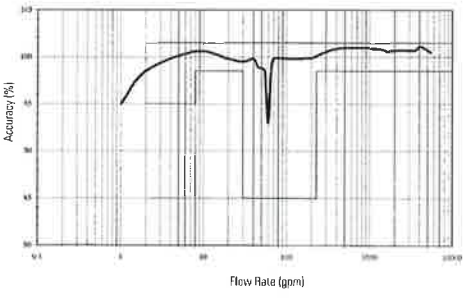
8" Accuracy



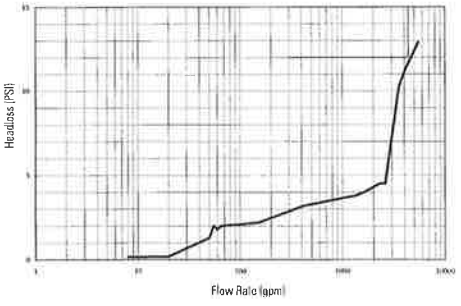
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

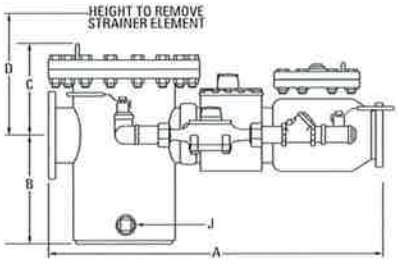
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

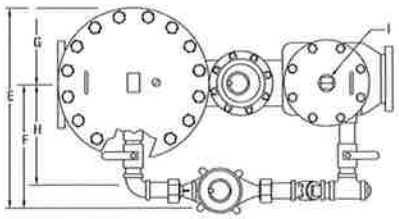
Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				





Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				

Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

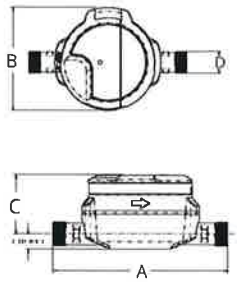
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

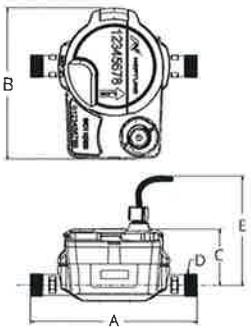
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



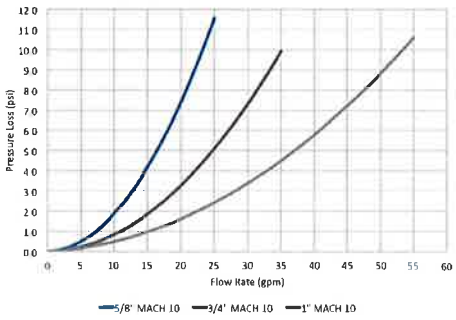
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

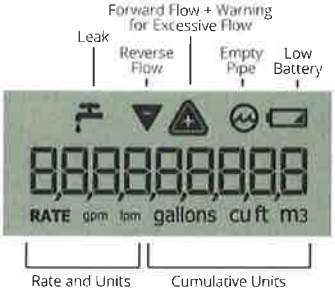
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

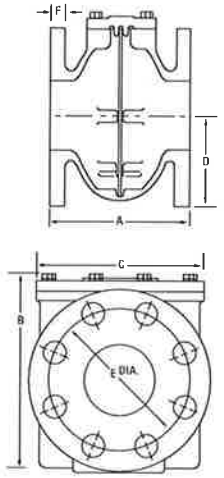
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

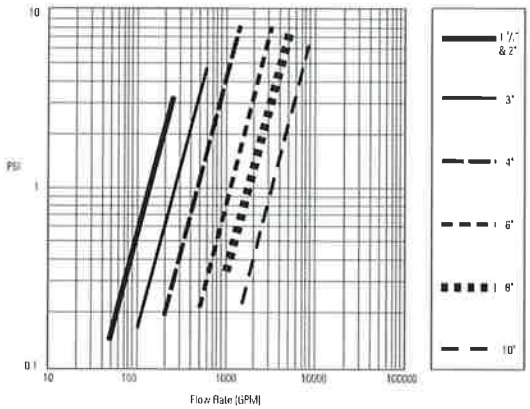
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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Trimble Ranger 3XE Handheld Data Collector



Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/ 2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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E-CODER®)R900*i*™



Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

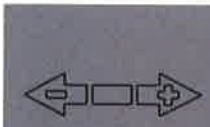
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement

	**FLOW INDICATOR** Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.
	**LEAK INDICATOR** Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during a 24-hour period.
RATE	**RATE OF FLOW** Average flow rate is displayed every twelve seconds on LCD display.
	**LCD DISPLAY** Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres. 1 E-CODER basic reading/customary 6-digit remote reading 2 Customary sweep hand digits 3 E-CoderPLUS reading (8-digit remote reading) 4 Testing units used for diagnostics 5 Extended reading units 6 Customary billing units

1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

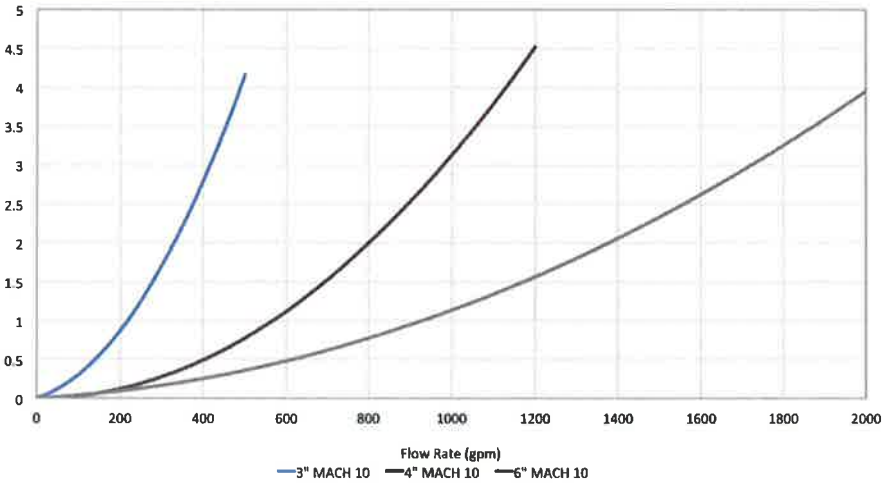
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

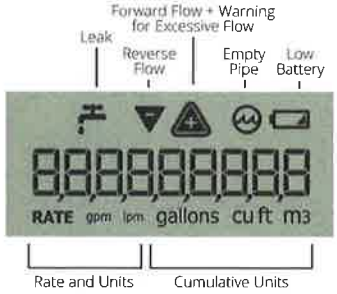
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.



Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

Specifications

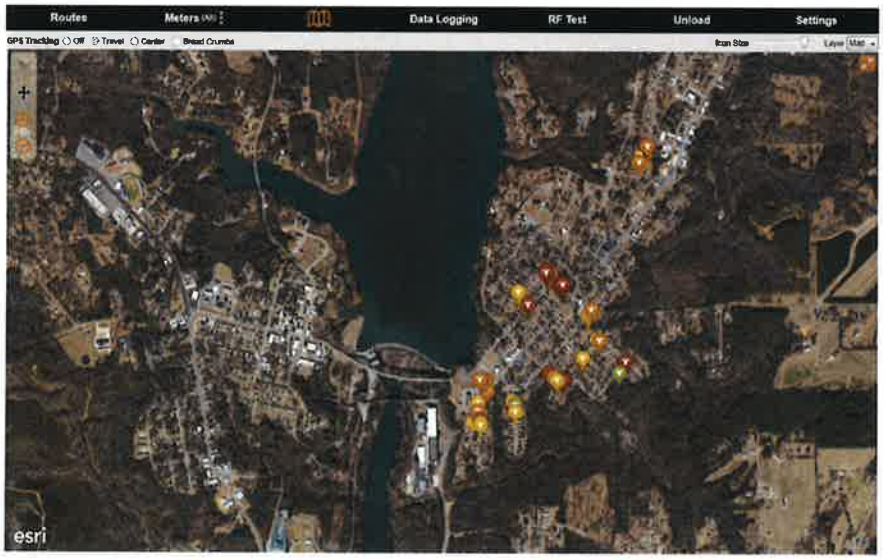
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

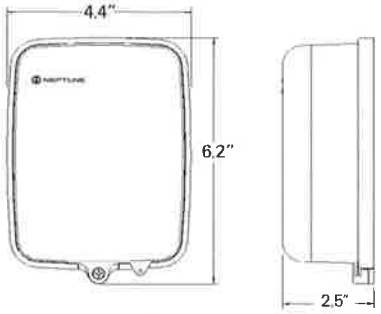
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

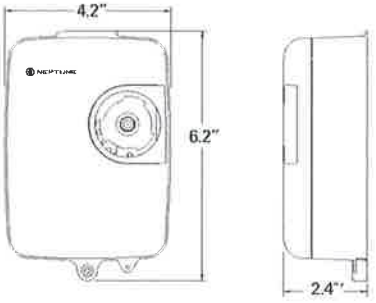
Warranty

20 years (10/10); refer to specific Warranty Statement

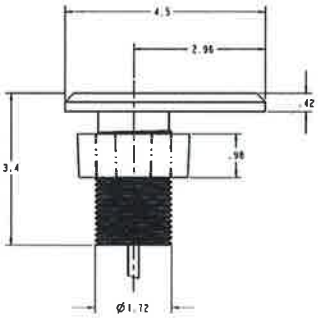
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"



Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

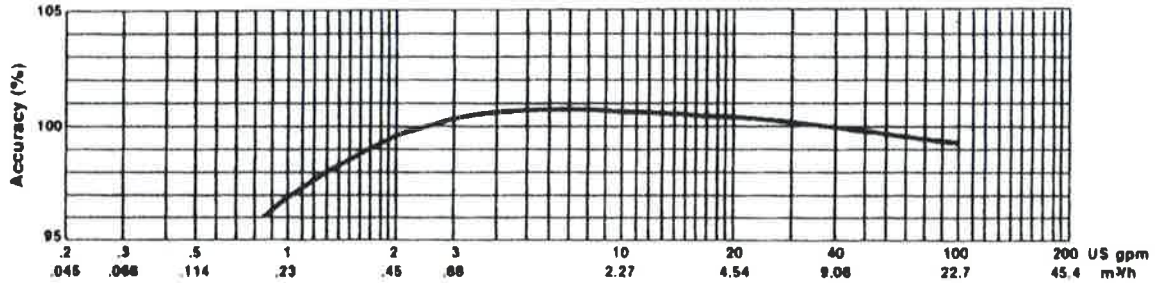
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

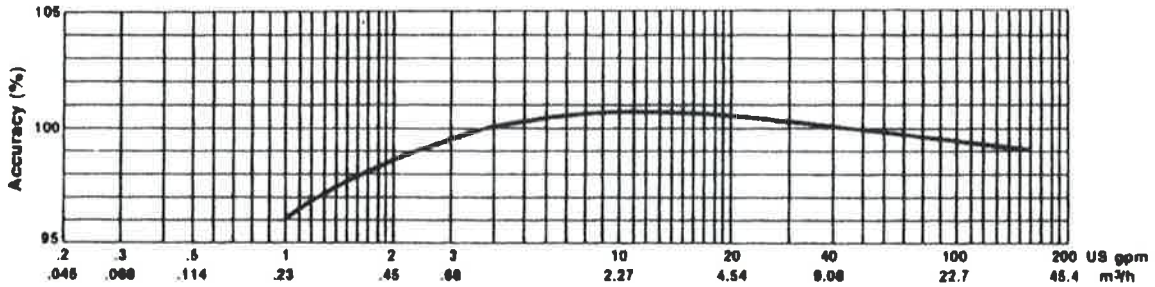
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

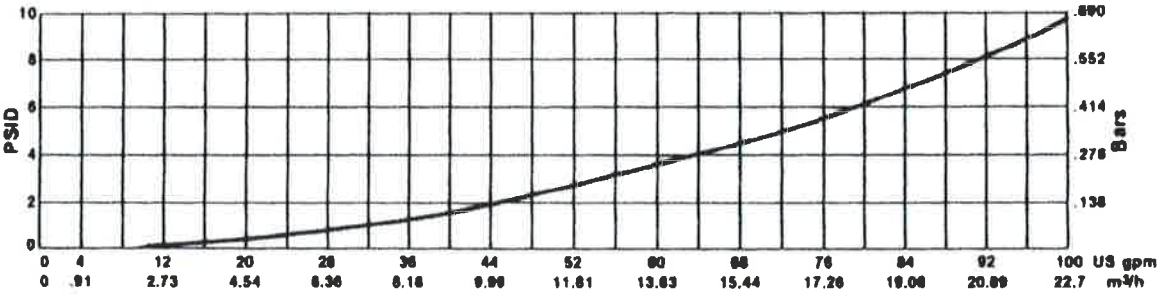
1 ½" Accuracy



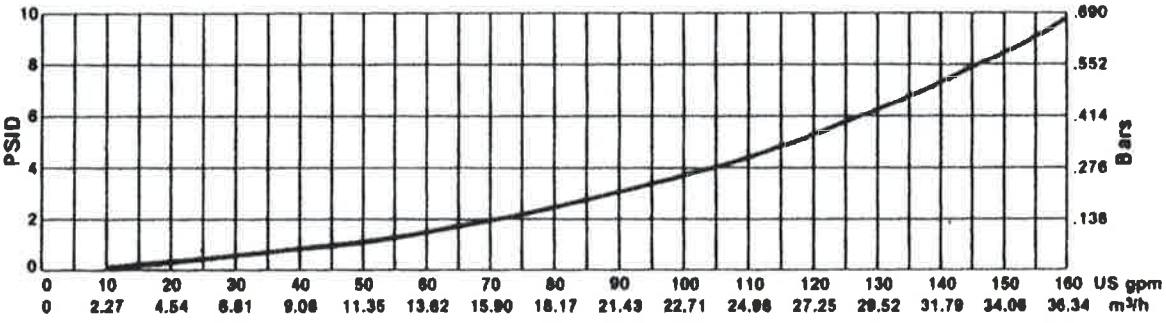
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

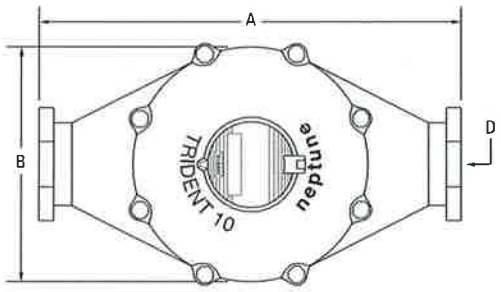
Operating Characteristics

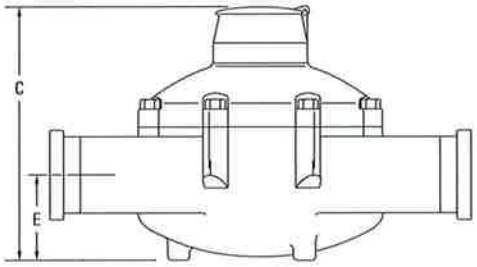
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

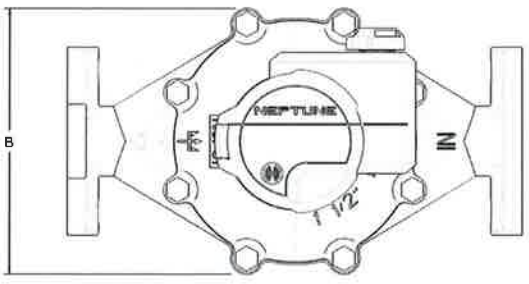
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

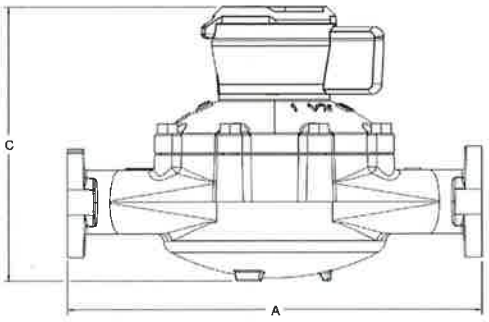
T-10 With Standard Register





T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register





Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification

- NSF/ANSI 61, NSF/ANSI 372

Application

- Cold water measurement of flow in one direction

Maximum Operating Water Pressure

- 150 psi (1,034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

Options

Sizes

- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber

- Synthetic polymer

Companion Flanges

- Lead free, high-copper alloy

Environmental Conditions

- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports

- 1" (optional)

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Belt Clip Transceiver

Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



KEY BENEFITS

Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

KEY BENEFITS CONTINUED

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.

Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

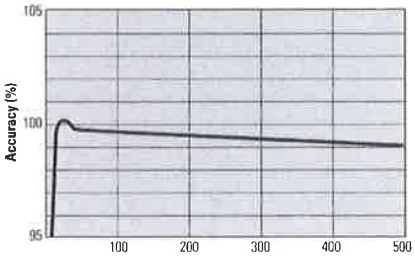
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

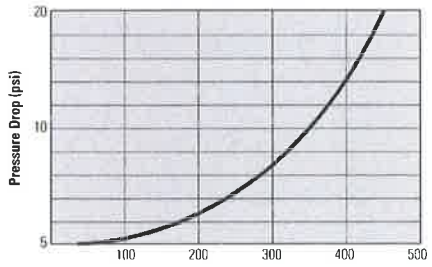
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

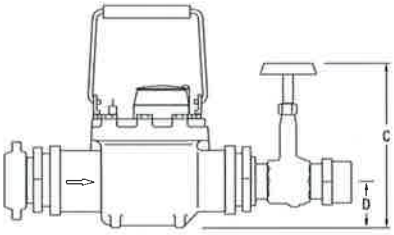
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

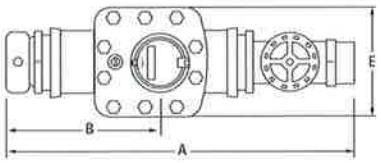
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Maximum Intermittent Flow	AWWA Standard
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h



Dimensions

3" Fire Hydrant	A inches	B inches	C inches	D inches	E Inches	Weight lbs.
Less Coupling	15 ½	7 ½	11 ½	2 ⅞	7 ½	23
With Coupling	19 ¼	10	11 ½	2 ⅞	7 ½	29



NEPTUNE TECHNOLOGY GROUP

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#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*
Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

---

[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

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RESOLUTION NO. 2020-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of October, 2020.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT "A"

To Resolution No. 2020-217

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Neptune meters and related parts from Sunstate Meter and Supply, Inc., 14001 W. Newberry Road, Newberry, FL.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Whitten, City Manager

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

Please note that Sunstate Meter and Supply, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

SUNSTATE METER
& SUPPLY, INC.

May 28, 2020

Mr. Chris Collier
Assistant Utilities Director
City of Cocoa Utilities
Email: ccollier@cocoafl.org
Phone: 321-433-8825

RE: Neptune Product Pricing

Mr. Collier,

I have attached the requested Neptune Products Price List for your review.

The listed pricing includes all of the Neptune metering products, accessories, electronic reading equipment, and system software utilized by the City of Cocoa.

The initial term of this pricing will be valid through August 16, 2021. However, three optional one-year extensions can be offered at the end of each term upon price review and possible price adjustment. Any additional extension terms must be agreed upon by mutual consent of both parties.

We appreciate the City of Cocoa's continued interest in the Neptune products we represent and look forward to meeting your water metering needs in the future. Please feel free to contact me if you have any questions or if I can be of any further service.

Respectfully submitted,
Jeff Kimbrough
Director of Sales
Sunstate Meter & Supply, Inc.
Email: jeff@kimbroughsales.com
Phone: 352-516-9791

CC: Keith Ellenburg - President
Karen Whittle - Contracts Specialist

Attachments

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 5/27/20	Account:		Amount Requested:			
Dept/Div: *4025 Utilities/WFO*	Requester: Melinda Keesee		Quote Attached:	☐ Yes	☒ No	
Vendor (Name, Phone, Email)	Sunstate Meter & Supply, Inc. / (352) 332-7106 / 14001 W. Newberry Road,		Emergency Purchase:	☐ Yes	☒ No	
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)	☐ Yes	☐ No	
Can multiple vendors provide the same or salient product / service?	☐ Yes	☒ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)	☒ Yes	☐ No	
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)	☐ Yes	☒ No	

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Neptune meters, related parts, and Neptune meter reading products (R900). This document will serve as a blanket single source approval for all meters and related parts purchased through Sunstate Meter & Supply
Describe purpose of product or service.	Neptune direct read and radio read water/reclaim meters and related equipment.
What features of product or service makes this unique and exceptional to other comparable products or services?	Since 1991 the City of Cocoa has installed Neptune meters and related equipment. The Neptune meter reading products (R900) are proprietary in nature, and Sunstate Meter & Supply, Inc. is the only authorized Neptune distributor in the State of Florida.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	98% of our water/reclaim meters are Neptune products, and it would not be in the City's best interest (financially or operationally) to switch to a different meter manufacturer/distributor at this time.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	N/A

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	No efforts made due to the proprietary nature of the Neptune products utilized.
Describe consequence to operations if exemption is not declared.	An additional meter reading system would have to be purchased which would increase the amount of equipment that would have to be maintained. Additional software connections would have to be established leading to a potential conflict between the two reading systems.
How will department or program function if product or service is discontinued?	If the product and service was discontinued, another meter manufacturer would have to be identified through a comprehensive RFQ process.
Describe how pricing was determined to be most responsive, responsible and best value to department.	The Neptune products from Sunstate Meter & Supply, Inc. are reasonable based on other comparable pricing structures in the State of Florida.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	John "Jack" Walsh	Digitally signed by John "Jack" Walsh Date: 2020.06.05 17:42:18 -04'00'	6/5/20
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2020.06.16 16:32:49 -04'00'	6/9/20
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2020.06.17 10:04:26 -04'00'	6/17/20
Finance Staff Comments			

Legislation Details (With Text)

File #:	20-698	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/6/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021.pdf BAF 21-007-A-FN-Cocoa CRA Loan C Txfr (10-13-20) Agenda 20-698.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2020
Agenda Date: October 13, 2020
Prepared By: Lea Malarae, Senior Fiscal Analyst
Through: Rebecca Bowman, Finance Director, MBA, CGFM, CGFO
Requested Action:
Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency.

BACKGROUND:

The FDOT - US1 Streetscape Project Redevelopment Revenue Note; Loan C principal and interest payments were inadvertently budgeted within two funds. The amount of debt service budget was transferred from the Cocoa Community Redevelopment Agency (CRA) Fund into both the General Fund and the General Fund Capital Projects Fund. The loan is paid out of the General Fund Capital Projects Fund and does not need to be transferred to the General Fund.

This Budget Amendment was also brought to the Cocoa CRA Board as an informational item.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Budgeted	(Partially)
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment Form #21-007-A (See attached spreadsheet listing all detailed transactions)

Amount Requested	($91,628)
Account Number	001-0000-381.91-10_
Account Name	Interfund Transfer from Cocoa CRA (110)

Amount Requested	($91,628)
Account Number	001-1600-513.39-00_
Account Name	General Fund Contingency

Amount Requested	($91,628)
Account Number	110-3230-581.91-01_
Account Name	Interfund Transfer to General Fund (001)

Amount Requested	$91,628
Account Number	110-3230-559.39-00_
Account Name	Cocoa CRA Contingency

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency.

RESOLUTION NO. 2020-214

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-007-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/06/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 91,628)	001-0000-381.91-10		Interfund Transfer from Cocoa CRA	$ 348,907	$ 348,907	$ 257,279	$ 257,279
$ 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
($ 91,628)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 91,628)	110-3230-581.91-01		Interfund Transfer to General Fund	$ 348,907	$ 348,907	$ 257,279	$ 257,279
$ 91,628	110-3230-559.39-00		Contingency	$ 768,431	$ 768,431	$ 860,059	$ 860,059
($ 91,628)	001-1600-513.39-00		Contingency	$ 679,615	$ 679,615	$ 587,987	$ 587,987
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 91,628)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The FDOT - US1 Streetscape Project Redevelopment Revenue Note; Loan C principal and interest payments, were budgeted in Transfer from the Cocoa CRA in both the General Fund and the General Fund Capital Projects Fund. The loan is paid out of the General Fund Capital Projects Fund and does not need to be transferred to the General Fund. This transfer will go to both the City Council (Agenda 20-698) and Cocoa CRA Board as an information item.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/13/20 *RESOLUTION #:*

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

10/6/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.06 09:18:19 -04'00'	10/6/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.06 09:21:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/7/20	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2020.10.07 13:03:58 -04'00'	10/6/20	Lora Howell — Digitally signed by Lora Howell Date: 2020.10.06 11:23:50 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	20-633	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/18/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approval of an Amendment To A Previously Approved PUD / A Rezoning (Ordinance 15-2020) Of One (1) Parcel From Brevard County (GU) To City Of Cocoa (PUD) and Incorporating Into Phase One-C Final PUD / A Preliminary Subdivision / and a 5TH DA Modification with Revised Amenities Schedule consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 15-2020 - Adamson Creek One-C PUD.pdf Ordinance Exhibit 1.pdf Ordinance Exhibit 2-b.pdf Ordinance Exhibit 2-a.pdf Exhibit A - Civil Plans.pdf Exhibit B - Preliminary Plat.pdf Exhibit C - Location Map.pdf Exhibit D - Amenities Schedule.pdf Exhibit E - Drainage Analysis.pdf Exhibit F - Geosyntec Final Review Comments 08-17-2020 signed.pdf Exhibit G - 5th DA Modification to Adamson Creek.pdf Exhibit H - Drainage Easement Phase 1A.pdf Legal Ad Proof (Rezone PUD and DA).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2020
Agenda Date: October 13, 2020
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
APPROVAL OF AN AMENDMENT TO A PREVIOUSLY APPROVED PUD / A REZONING (ORDINANCE 15-2020) OF ONE (1) PARCEL FROM BREVARD COUNTY (GU) TO CITY OF COCOA (PUD) AND INCORPORATING INTO PHASE ONE-C FINAL PUD / A PRELIMINARY SUBDIVISION / AND A 5TH DA MODIFICATION WITH REVISED AMENITIES SCHEDULE consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions.

BACKGROUND:

I. Project Information

These three applications for Phase 1C (Exhibit A - Civil Plans and Exhibit B - Preliminary Plat) are part of a larger project known as Adamson Creek. The project is located on the east side of Adamson Road and to the east of the previously developed phases 1A and 1B. (Exhibit C - Location Map) Phase 1C includes three (3) parcels of land identified by the Brevard County Property Appraiser as: 24-35-22-25-3, 24-35-22-00-257, and 24-35-22-00-10.

The Adamson Creek subdivision project was first developed as a Planned Unit Development (PUD) in 2005 consisting of 431 single-family homes on 178 acres with 44 acres of open space and amenities. Phase 1 was approved and recorded in 2006. Due to a slowdown in the market triggered by the recession, Phase1 was later broken down into 3 phases (1A, 1B and 1C) of which phase 1A was recorded in 2007 with 154 single-family homes.

On October 13, 2015 the City approved a Preliminary Subdivision for Phases 1B and 1C. The site work did not occur within the 1 year timeframe that the application was valid for. The property changed hands in April 2016 and again in January 2018 when the present owners, DR Horton, Inc., purchased the property. They resubmitted the subdivision for Phase 1B which was recorded on August 29, 2019. This application will include Phase 1C from the original Phase 1 along with an additional parcel of land containing 14.3 acres that was originally known as Phase 3.

Project Details:
This Phase 1C of the project contains 62.4 acres overall, with 55.55 acres of developable land (streets, houses, stormwater ponds and amenities) and 6.85 acres of wetland area and related buffer zone in Tract V. This phase will include 155 single-family homes on two streets wrapping around a stormwater pond in Tract H, which will be stocked with fish and have a dock/viewing platform along the west side. Also provided in this phase are a 10 station fitness course along a walking trail that runs the length of the west side of the stormwater pond in Tract I, an observation deck at the north end of the stormwater pond in Tract I, and a new walking trail around the south, east and north sides of Tract I. Three new tracts have been created: M-1 is open space, V is an area of wetlands, and W which is behind the lift station on Tract U.)

A revised amenities schedule was submitted along with phase 1C (Exhibit D - Proposed Amenities Schedule). The schedule lists all amenities in phases 1A, 1B and 1C along with completion timeframes. Two of the larger amenities tracts (Tract M and Tract L) are physically located in phase 1A but were allowed to be constructed once the developer began phase 1C. These are indicated on the amenities schedule and the Phase 1C plans. A revised 5th DA Modification for the amenities has been attached (Exhibit G - 5th DA Modification) and will need to be approved along with the amendment to the previously approved PUD and Ordinance 15-2020.

Future Land Use Designation: VLDR (Very Low Density Residential) and Conservation

Zoning District: PUD (Planned Unit Development)

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	RES 2 (Brevard Coun	AU and RR1 (Brevard County)	Single-Family Residential and Vacant Land
South	Low Density Resident Conservation (City)	PUD (City)	Single-Family Residential (Adamson Creek Phase 1A)

East	Low Density Resident Conservation (City)	PUD (City) and GU (Brevard County)	Single-Family Residence and Vacant Land (Adamson Creek Phase 1C)
West	RES 2 and PUB (Brev	GML(H) (Brevard County)	Single-Family Residential and Vacant Land (Brevard County Land Fill)

II. Preliminary Subdivision / Large Scale Site Plan Analysis

Consistency with Code of the City of Cocoa
The submitted application and plans have been reviewed by City staff for consistency with Chapter 18 Subdivisions and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance although a few issues remain to be addressed as detailed below.

The majority of the lots created by this subdivision are 50 feet in width and 120 feet in depth which equates to 6,000 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. There is no minimum lot size under PUD zoning. Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

Floodplain and compensatory storage requirements were reviewed by Geosyntec Consultants on behalf of the City who have determined that the Phase 1C plans are in compliance with the City's Comprehensive Plan and Code. (Exhibit F - Geosyntec Final Review Comments)

A condition of the original PUD approval was the addition of lighting along the wetland trail and boardwalk in Tract M. The applicant has requested that they be allowed to not provide lighting along the walking path in Tract M as well as the path which surrounds the stormwater pond in Tract I, as it represents a liability they do not wish to assume. They propose instead to post signage at the entrance to the paths in Tract I and M indicating that it is only open from dawn to dusk. Staff has discussed the issue with the applicant and understands the concerns. As long as such signs are clearly posted at the access points to the trail, staff has no objection to requesting that Council remove that condition of the original PUD approval.

Another issue that was actually identified during the platting of phase 1B is also being resolved at this time. That pertained to the streets in Phase 1A, which were originally to be private roadways but were actually platted as public streets. No drainage easement was provided on that original 1A plat, therefore a new drainage easement has been provided to correct that issue (Exhibit H - Drainage Easement Phase 1A).

During the approval process of Phase 1B concerns were raised regarding water flow impacts on the property at 1685 Adamson Road. The applicant's engineer, Kenneth Ludwa, P.E. with B.S.E. Consultants, Inc. provided the City with a memorandum of analysis determining that the property would not be adversely impacted by stormwater runoff. (Exhibit E - Drainage Analysis)

The Assistant City Attorney has identified several items which need to be addressed. These have been added as conditions of approval.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

Concurrency Management/Adequate Public Facilities
Wastewater

This project is connected to Brevard County sewer. The applicant provided notice from the County that the Brevard County South Central Regional WWTP has sufficient capacity for the proposed phases of Adamson Creek.

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.

A St Johns River Water Management District Permit for this project was issued on March 13, 2018 and a copy was provided to the City. This permit is valid through March 11, 2023.

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 155 proposed dwelling units the overall demand is 44,485 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 (Adamson Road) is D.

The Space Coast TPO Traffic Counts Report for 2018 indicates that for the SR524 to Pine Rd segment of Adamson Road, the average annual daily traffic trips is 6,100 and it is classified as Urban

Minor Collector. Based on the Current Maximum Acceptable Volume (17,700) established by the Space Coast TPO, there is sufficient capacity on Adamson 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 there is sufficient capacity at both Fairglen Elementary and Cocoa Junior/Senior High School.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On September 2, 2020, the Planning & Zoning Board recommended approval of this item and at the same time approved a Large Scale Site Plan for this project with the following condition:

1. The Large-Scale Site Plan shall not be effective until and unless the Final PUD/Preliminary Subdivision has been approved by City Council.

On September 23, 2020, the City Council approved first reading of this item.

RECOMMENDED MOTION:

APPROVAL OF AN AMENDMENT TO A PREVIOUSLY APPROVED PUD / A REZONING (ORDINANCE 15-2020) OF ONE (1) PARCEL FROM BREVARD COUNTY (GU) TO CITY OF COCOA (PUD) AND INCORPORATING INTO PHASE ONE-C FINAL PUD / A PRELIMINARY SUBDIVISION / AND A 5TH DA MODIFICATION WITH REVISED AMENITIES SCHEDULE consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with the following

conditions:

1. Remove the required condition from the original PUD approval that lighting be provided along the walking trail and boardwalk in Tracts M and I.
2. Revise plans to show location of signage indicating that the walking trail around the stormwater pond in Tract I and in Tract M will only be open from dawn to dusk. Remove location reference to these signs on all other tracts.

ORDINANCE NO. 15-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ADAMSON CREEK PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 14.3 ACRES, MORE OR LESS, AND GENERALLY LOCATED DIRECTLY WEST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "1" ATTACHED HERETO, FROM BREVARD COUNTY G-U (GENERAL USE DISTRICT) TO CITY OF COCOA PUD (PLANNED UNIT DEVELOPMENT DISTRICT) AND INCORPORATING THE PARCEL INTO THE ADAMSON CREEK FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, on June 14, 2005, the City Council approved the preliminary planned unit development plan for the property known as the Adamson Creek Phase One PUD and further adopted Ordinance 15-2005, which tentatively approved the PUD zoning for the Adamson Creek Phase One property, subject to approval of a final development plan; and

WHEREAS, on June 27, 2006, the City Council approved the final development plan for Adamson Creek Phase One, which the current owner of the property now desires to amend; and

WHEREAS, in addition, on July 25, 2006, the City Council adopted Ordinance 27-2006, which tentatively approved the PUD zoning for property that was intended to be known as Phase Three of the Adamson Creek PUD, subject to approval of a final development plan required to be approved within one year; and

WHEREAS, the final development plan for the Phase Three Adamson Creek property was never approved and, accordingly, the tentative PUD zoning lapsed; and

WHEREAS, the current owner of a portion of the property intended to be Phase Three of Adamson Creek now desires to amend the Adamson Creek Phase One final development plan to

incorporate such property within Phase One-C and simultaneously rezone the property described herein from Brevard County G-U to City of Cocoa PUD; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council desires to further permit the amendment of the final development plan for Adamson Creek Phase One-C, which shall incorporate the rezoned property ; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County G-U (General Use) to City of Cocoa PUD (Planned Unit Development District) for the real property depicted and described on **Exhibit 1,** attached and incorporated herein by this reference, in accordance with the final development plan as kept on file with the City of Cocoa in File No. PZ-20-00100001. The City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Amendment of Final Development Plan.** The final development plan for Adamson Creek Phase One, specifically Phase One-C, is hereby amended and superseded by the final development plan as kept on file with the City of Cocoa in File No. PZ-20-00100001. The new final development plan shall affect the real property depicted and described on **Exhibit 2**, attached and incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____

JAKE WILLIAMS, JR., Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading:	09/23/2020
Second Reading:	10/13/2020
Legal Ad Published:	08/19/2020 & 10/01/2020
Effective Date:	10/13/2020

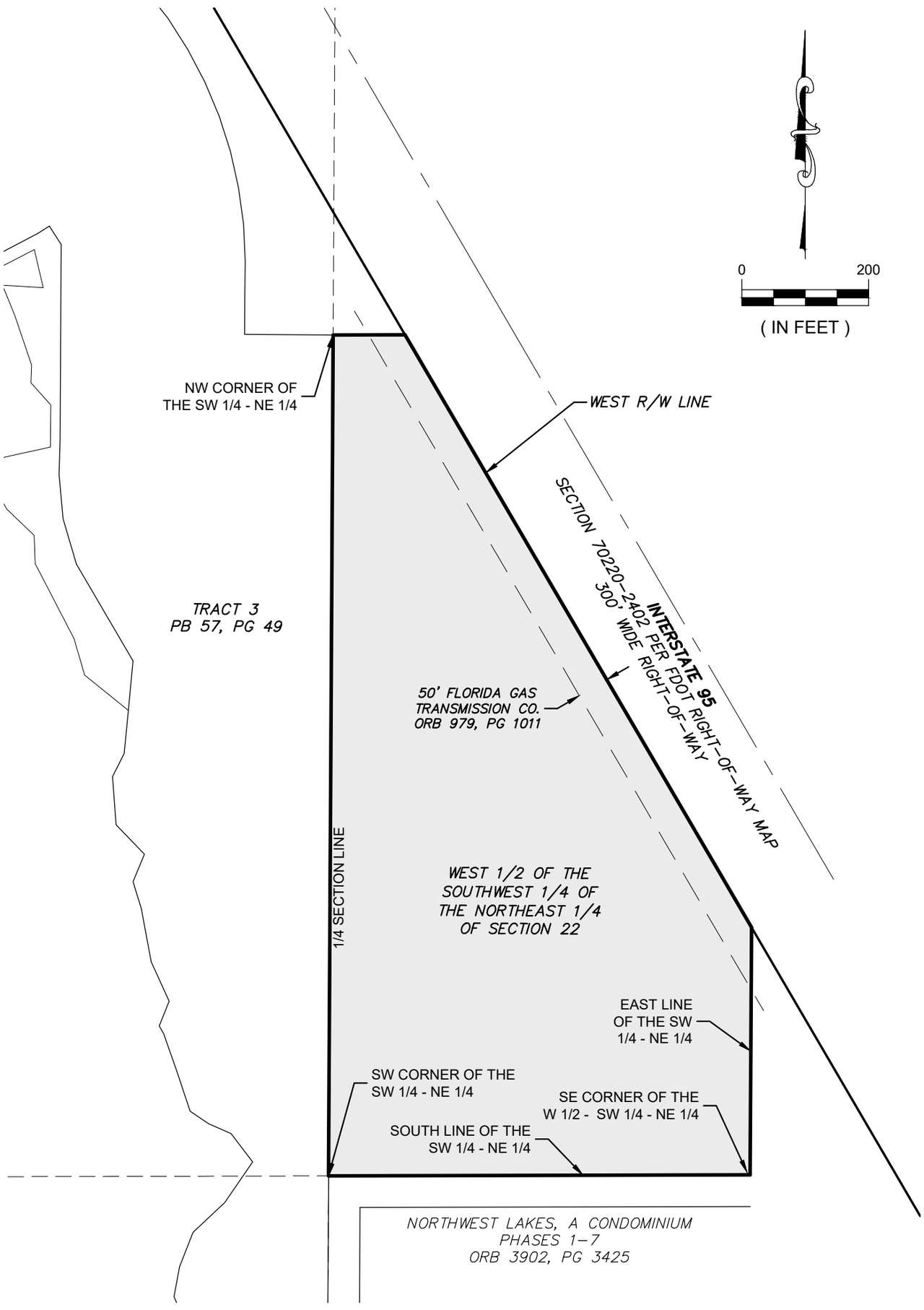
THIS IS NOT A BOUNDARY SURVEY, SKETCH OF DESCRIPTION ONLY

Exhibit 1

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, EXCEPT ANY PART THEREOF COMPRISING A PORTION OF THE RIGHT OF WAY OF I-95, LYING IN BREVARD COUNTY, FLORIDA.

CONTAINING 14.3 ACRES MORE OR LESS.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 09/02/2020
DESIGN/DRAWN: KL/DRB
DRAWING# 1145302_100_005
PROJECT# 11453.02
SHEET 1 OF 1

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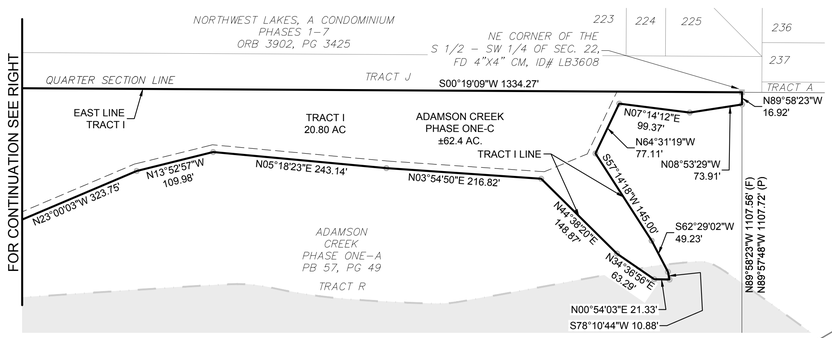
ADAMSON CREEK PHASE ONE-C

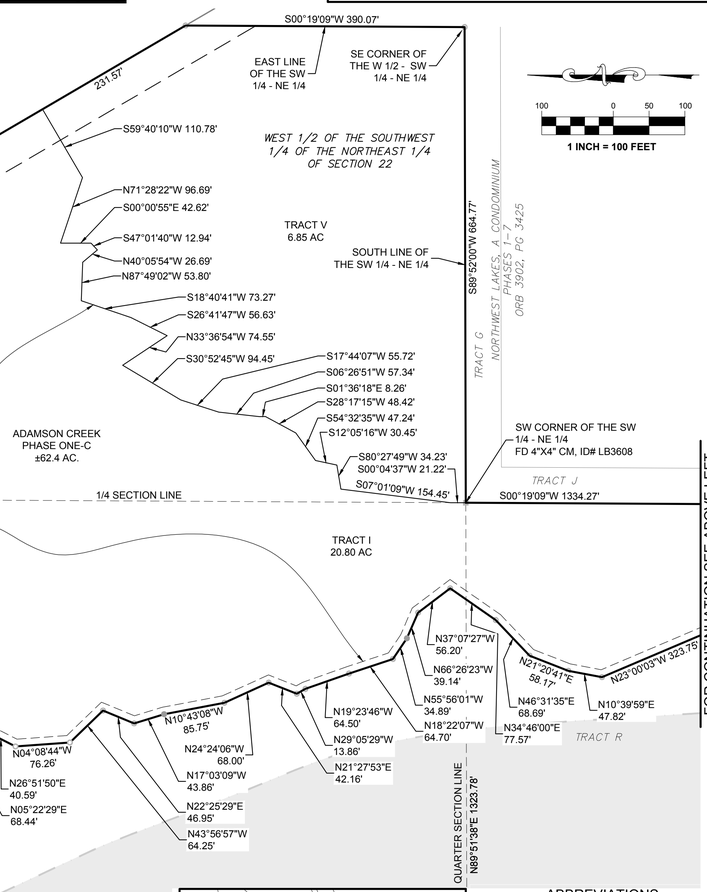
Exhibit 2(b)

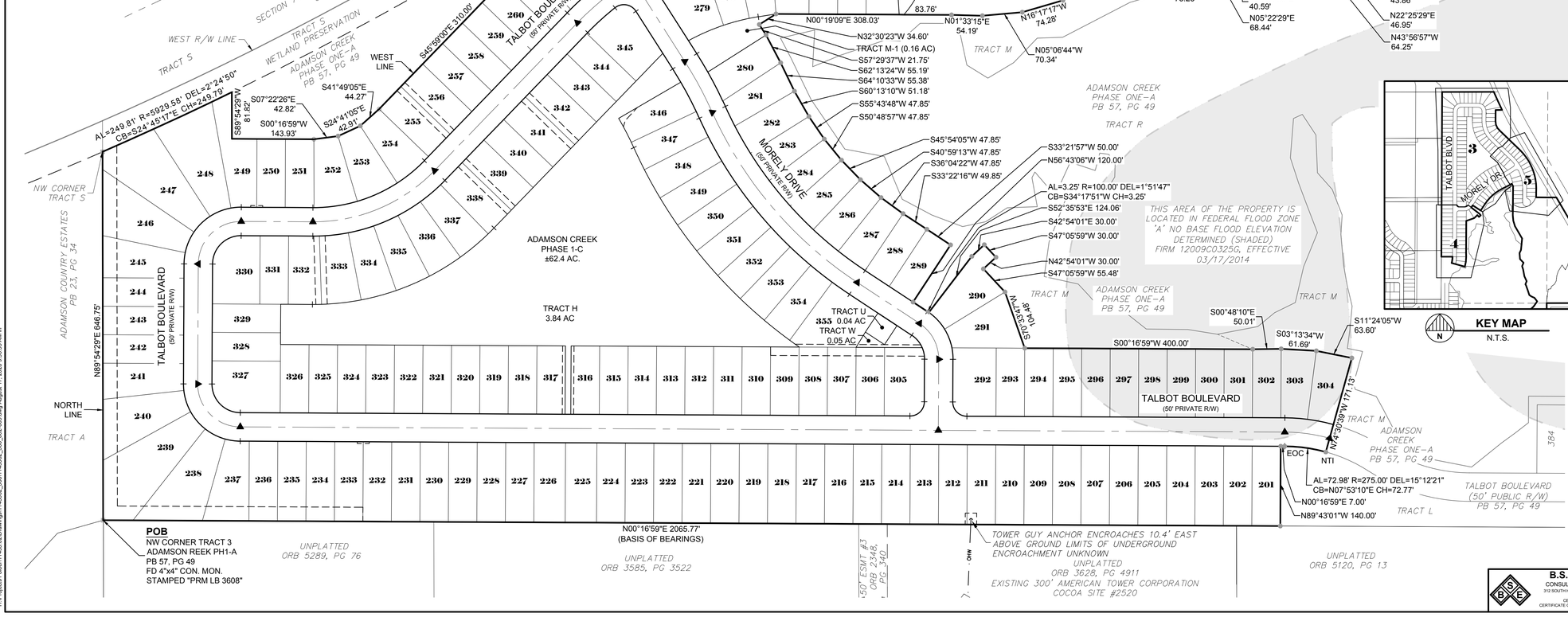
PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT







POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

KEY MAP
N.T.S.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
(321) 253-1961 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/17/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

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Exhibit 2(a)

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF

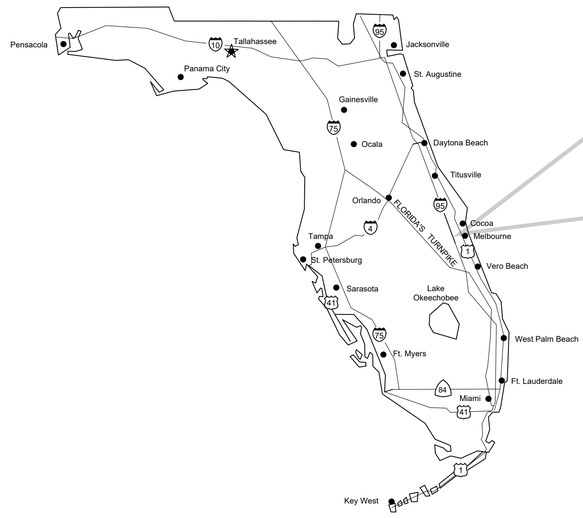
148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27”W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46”W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29”W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06”W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08”W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09”W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57”W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44”W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31”W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17”W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44”W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23”W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37”W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24”W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33”W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10”W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48”W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57”W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05”W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13”W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22”W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16”W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57”W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06”W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57”W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51”W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59”W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01”W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59”W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47”W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59”W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34”W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05”W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39”W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01”W, A DISTANCE OF 140.00 FEET; (70) N00°16'59”E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

ADAMSON CREEK

PHASE ONE-C

PRELIMINARY SUBDIVISION/FINAL PUD/LARGE SCALE SITE PLAN
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	**DRAWING #**	**SHEET TITLE**
1	1145302_400_001	COVER SHEET
2	1145302_400_002	SYMBOLS AND ABBREVATIONS
3	1145302_400_003	EXISTING CONDITIONS PLAN
3A	1145302_400_003A	OVERALL SITE PLAN WITH AMENITIES
3B	1145302_400_003B	AMENITIES DETAILS
4	1145302_400_004	OVERALL DRAINAGE PLAN
5	1145302_400_005	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
6	1145302_400_006	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
7	1145302_400_007	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
8	1145302_400_008	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
8A	1145302_400_008A	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
9	1145302_400_009	PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS
9A	1145302_400_09A	PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS
10	1145302_400_010	OVERALL UTILITY PLAN
11	1145302_400_011	UTILITY PLAN
12	1145302_400_012	UTILITY PLAN
13	1145302_400_013	UTILITY PLAN
13A	1145302_400_013A	UTILITY PLAN
14	1145302_400_014	ROADWAY PLAN AND PROFILE
15	1145302_400_015	ROADWAY PLAN AND PROFILE
16	1145302_400_016	ROADWAY PLAN AND PROFILE
17	1145302_400_017	ROADWAY PLAN AND PROFILE
18	1145302_400_018	GENERAL DETAILS
19	1145302_400_019	GENERAL DETAILS
20	1145302_400_020	FDOT DETAILS
21	1145302_400_021	FDOT DETAILS
22	1145302_400_022	BREVARD COUNTY PUBLIC WORKS ENGINIEERING STANDARD DEVELOPMENT NOTES
23	1145302_400_023	BREVARD COUNTY DETAILS
24	1145302_400_024	SANITARY SEWER LIFT STATION PUMP SPECIFICATIONS
25	1145302_400_025	CITY OF COCOA WATER TECHNICAL PROVISIONS
29	1145302_400_029	CITY OF COCOA WATER DETAILS
27	1145302_400_027	CITY OF COCOA WATER TECHNICAL PROVISIONS
28	1145302_400_028	CITY OF COCOA WATER DETAILS
29	1145302_400_029	CITY OF COCOA WATER DETAILS
30	1145302_400_030	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
	PRELIMINARY PLAT	
1	1145302_300_001	PRELIMINARY PLAT
2	1145302_300_002	PRELIMINARY PLAT
4	1145302_300_004	PRELIMINARY PLAT
4	1145302_300_004	PRELIMINARY PLAT
5	1145302_300_005	PRELIMINARY PLAT
	BOUNDARY SURVEY	
1	1145302_100_001	BOUNDARY SURVEY
	LANDSCAPE PLAN	
1	1145302_401_LS1	COVER SHEET
2	1145302_401_LS2	GENERAL LANDSCAPE PLAN AND NOTES
3	1145302_401_LS3	GENERAL LANDSCAPE PLAN
4	1145302_401_LS4	GENERAL LANDSCAPE PLAN AND DETAILS



LOCATION MAP
NTS

TRACT DATA TABLE / OPEN SPACE CALCULATION				
TRACT	**AREA (±ACRES)**	**AREA (±PERCENT)**	**USE**	**COMMON OPEN SPACE CREDIT (±ACRES)**
A-C	***1.30***	***0.67%***	***LANDSCAPE AMENITIES***	***0.77***
A	0.09	0.05%	LANDSCAPE AMENITIES	0.09
B	1.14	0.59%	LANDSCAPE AMENITIES	0.61
C	0.07	0.04%	LANDSCAPE AMENITIES	0.07
D-I	***36.95***	***19.15%***	***STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES***	***24.12***
D	1.59	0.82%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES	1.59
E	4.05	2.10%	STORMWATER MANAGEMENT, OPEN SPACE A ND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	4.05
F	2.44	1.26%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	2.44
G	4.23	2.19%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	4.23
H	3.84	1.99%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	3.84
I	20.80	10.78%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	7.97
J-W	***9.19***	***4.76%***	***OPEN SPACE AND RECREATIONAL AMENITIES***	***6.78***
J	0.34	0.18%	OPEN SPACE AND RECREATIONAL AMENITIES	0.34
K	0.30	0.16%	OPEN SPACE AND RECREATIONAL AMENITIES	0.30
L	0.96	0.50%	OPEN SPACE AND RECREATIONAL AMENITIES	0.96
M	7.14	3.70%	OPEN SPACE AND RECREATIONAL AMENITIES	4.73
M-1	0.16	0.08%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	0.16
N	0.15	0.08%	OPEN SPACE AND RECREATIONAL AMENITIES	0.15
O	0.14	0.07%	OPEN SPACE AND RECREATIONAL AMENITIES	0.14
W	0.05	0.03%	OPEN SPACE AND RECREATIONAL AMENITIES	0.05
P-V	***65.79***	***34.10%***	***CONSERVATION OF PRESERVED WETLANDS AND UPLANDS/PASSIVE RECREATIONAL USE***	***16.57***
P	3.55	1.84%	UPLAND AND WETLAND OPEN SPACE	1.96
Q	6.29	3.26%	UPLAND AND WETLAND OPEN SPACE	1.57
R	45.05	23.35%	UPLAND AND WETLAND OPEN SPACE	8.94
S	4.05	2.10%	UPLAND AND WETLAND OPEN SPACE	2.00
V	6.85	3.55%	UPLAND AND WETLAND OPEN SPACE	2.10
T-U	***0.14***	***0.07%***	***LIFT STATIONS***	***0.00***
T	0.10	0.05%	LIFT STATIONS	0.00
U	0.04	0.02%	LIFT STATIONS	0.00
1	***0.69***	***0.36%***	***R E TAINED BY THE D E V E LOPER***	***0.00***
1	0.69	0.36%	RETAINED BY THE DEVELOPER	0.00
N/A	***63.46***	***32.89%***	***RESIDENTIAL DEVELOPMENT (406 LOTS)***	***0.00***
N/A	***15.44***	***8.00%***	***ROAD RIGHT-O F -WAY***	***0.00***
	48.24	25.00%	TOTAL RECREATION COMMON OPEN SPACE	48.24
	192.96	***100.00%***	**TOTAL PUD BOUNDARY**	**192.96**
		25.00%	**REQUIRED OPEN SPACE (25% OF 192.96 AC = 48.24 acres)**	**48.24**
		25.00%	**PROVIDED COMMON OPEN SPACE**	**48.24**

*50% OF 48.24 = 24.12 (TOTAL USABLE POND)

D.R. HORTON
1430 CULVER DRIVE
PAL BAY, FL. 32907
(321) 953-3135

- PREPARED BY -

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PHONE: (321) 725-3674 / FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1	CITY COMMENTS
2	CITY COMMENTS 08/10/2020
3	CITY COMMENTS 07/24/2020

DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_001

SHEET
1 of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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LANDSCAPE SYMBOL LEGEND

- CABBAGE PALM TREE
- PALM TREE
- PINE TREE
- OAK TREE
- TREE LINE
- SHURB 1
- SHRUB 2

IRRIGATION SYMBOL LEGEND

- SPRINKLER
- RAINBIRD 1/4
- RAINBIRD 1/2
- RAINBIRD 3/4
- RAINBIRD FULL

LINE TYPES

- BEL — EXISTING BURIED ELECTRIC
- BTL — EXISTING BURIED TELEPHONE
- CATV — EXISTING CABLE TV
- X — FENCE (TYPE, HEIGHT AS NOTED)
- FM — EXISTING FORCE MAIN (SIZE, TYPE AS NOTED)
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS LINE
- IRR — EXISTING IRRIGATION (SIZE, TYPE AS NOTED)
- OHE — EXISTING OVERHEAD ELECTRIC
- OHU — EXISTING OVERHEAD UTILITY
- RM — EXISTING REUSE MAIN (SIZE, TYPE AS NOTED)
- SF — SILT FENCE
- SS — EXISTING SANITARY SEWER (SIZE, TYPE AS NOTED)
- WM — EXISTING WATER MAIN (SIZE, TYPE AS NOTED)
- CENTERLINE
- BASIN BOUNDARY
- COLUMN / WALL
- GUARD RAIL
- TREE LINE
- DRAINAGE PIPE (SIZE, TYPE AS NOTED)

SYMBOL LEGEND

- EXISTING SANITARY MANHOLE
- EXISTING MANHOLE (TYPE NOTED)
- PROPOSED MANHOLE
- TYPE 2 INLET
- TYPE 3 INLET
- TYPE 4 INLET
- TYPE 5 INLET
- CATCH BASIN
- YARD DRAIN
- FLARED END SECTION
- MITERED END SECTION
- EXISTING GATE VALVE
- PROPOSED GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING BLOW-OFF
- PROPOSED BLOW-OFF ASSEMBLY WITH GATE VALVE
- EXISTING FIRE DEPT. CONNECTION
- PROPOSED FIRE DEPT. CONNECTION
- EXISTING WATER METER
- PROPOSED WATER METER
- EXISTING WATER SERVICE
- PROPOSED WATER SERVICE
- EXISTING REUSE SERVICE
- PROPOSED REUSE SERVICE
- SANITARY SERVICE
- STUB OUT
- EXISTING AIR RELEASE VALVE
- AIR RELEASE VALVE
- EXISTING CLEAN OUT
- CLEAN OUT
- CROSS TEE
- TEE
- BACK FLOW PREVENTION DEVICE
- REDUCER
- POST INDICATOR VALVE
- UTILITY RISER
- CONCRETE POWER POLE
- WOOD UTILITY POLE
- GUY WIRE
- GUY POLE
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- EXISTING SIGN
- PROPOSED SIGN
- DIRT PAD ELEVATION
- FINISHED FLOOR ELEVATION
- TYPE A LOT DRAINAGE
- TYPE B LOT DRAINAGE
- (12) LOT NUMBER
- FLOW ARROW

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
(F)	FIELD MEASURED DIMENSION
(M)	METER(S)
(NR)	NOT RADIAL
(P)	PLAT DIMENSION
A/C	AIR CONDITIONER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS (CPP)
AL	ARC LENGTH
ARV	AIR RELEASE VALVE
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BVP	BEGIN VERTICAL PROFILE
C/L	CENTERLINE
C/O	CLEAN OUT
CA	CENTRAL ANGLE
CATV	CABLE TELEVISION
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
CPP	CORRUGATED PLASTIC PIPE
DE	DRAINAGE EASEMENT
DEL	DELTA/CENTRAL ANGLE
DI	DITCH INLET/ CATCH BASIN
DIP	DUCTILE IRON PIPE
DS	DRAINAGE STRUCTURE
E	EAST
EG	EXISTING GROUND
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EVP	END VERTICAL PROFILE
EX	EXISTING
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FPL	FLORIDA POWER AND LIGHT
FT	FEET
GLO	GENERAL LAND OFFICE
GR	GROUND
GV	GATE VALVE(S)
H/C	HANDICAP
HP	HIGH POINT
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
JCT	JUNCTION
LF	LINEAR FEET
L	LEFT
LP	LOW POINT

ABBREVIATIONS

LS	LANDSCAPE
LWP	LIGHTER WOOD POST
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MHW	MEAN HIGH WATER
MI	MILE(S)
MIN	MINIMUM
N	NORTH
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
P/L	PROPERTY LINE
PAVT	PAVEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
PGL	PROPOSED GRADE LINE
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PP	POWER/UTILITY POLE
PR	PRIVATE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RGE	RANGE
RM	REUSE MAIN
RND	ROUND
RPB	ROAD PLAT BOOK
RR	RAILROAD
S	SOUTH
SEC	SECTION
SF	SQUARE FOOT
SMH	SEWER MANHOLE
SPK	SPIKE
SS	SANITARY SEWER
ST	STREET
STA	STATION
SVC	SERVICE
SW	SIDEWALK
TEL	TELEPHONE
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
UE	UTILITY EASEMENT
UG	UNDERGROUND
UTIL	UTILITY
W	WEST
WM	WATER MAIN

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7 CITY COMMENTS	08/19/20
8 CITY COMMENTS 08/10/2020	08/13/20
9 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

SYMBOLS AND ABBREVATIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_002

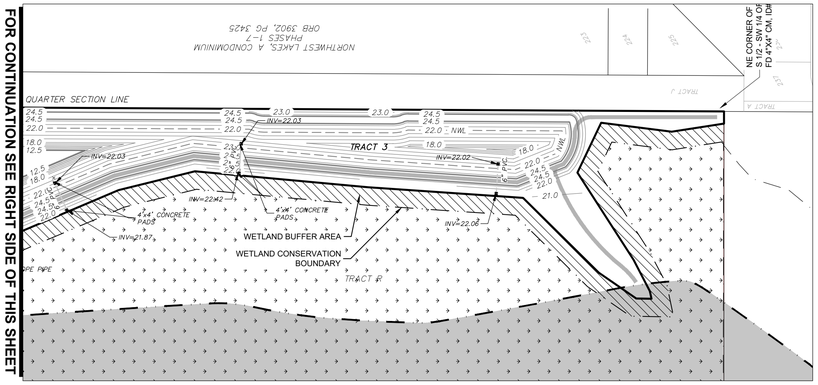
SHEET

2 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

FOR CONTINUATION SEE RIGHT SIDE OF THIS SHEET



NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. CITY OF COCOA ZONING: ARTICLE XI, SECTION 17 - PLANNED UNIT DEVELOPMENT DISTRICT (PUD)
5. TOTAL ACRES = 62.4 AC
6. REFER TO DRAINAGE STRUCTURE TABLE ON SHEET 9 FOR INFORMATION ON EXISTING DRAINAGE STRUCTURES WITHIN PHASE 1C SUBDIVISION.
7. REFER TO SHEETS 6-8 FOR INFORMATION ON EXISTING DRAINAGE STRUCTURES IN POND #5.

LEGEND

- STORM SEWER
- WATER MAIN
- REUSE MAIN
- SANITARY MAIN
- SANITARY FORCE MAIN
- BOUNDARY LINE
- FLOOD ZONE
- WETLAND AREA / CONSERVATION AREA
- WETLAND BUFFER AREA / CONSERVATION AREA
- COMMON CONCRETE SIDEWALK
- FLOOD ZONE
- 269 — LOT NUMBER
- ×27.07 — EXISTING ELEVATION
- NWL — NORMAL WATER LEVEL

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

WEST R/W LINE

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

WETLAND BUFFER AREA

WETLAND CONSERVATION BOUNDARY

EXISTING ELEVATIONS ARE FROM LIDAR DATA

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

TRACT 3

3' WIDE CONCRETE FLUME

EX X-MES-58
RIM=-39.93
NW INV=15.03

53 LF 30" RCP

143 LF 54" RCP

TRACT M
PB 57, PG 49-59

TRACT LINE

EX X-DS-53A
RIM=25.50
W INV=15.80
SE INV=15.80

EX X-MES-53A
RIM=-9.09
E INV=15.87
S

63 LF 54" RCP

EXISTING POND #6
NWL = 22.00
TOB = 25.20
ANNUAL 24HR PEAK = 22.96
10YR 24HR PEAK = 23.76
25YR 24HR PEAK = 24.25
100YR 24HR PEAK = 25.19

TRACT 3

EX X-DS-50A
RIM=24.65
S INV=17.49
E INV=17.49

4' WIDE CONCRETE FLUME

EX X-MES-44
RIM=--9.45
SW INV=16.05

177 LF 30" RCP

126 LF 48" RCP

EX X-DS-44
RIM=27.10
NE INV=16.11
S INV=16.11

165 LF 36" RCP

EX X-DS-46
RIM=24.80
E INV=16.48
N INV=16.48
W INV=20.15

EXISTING DITCH NOT TO BE DISTURBED

UNPLATTED
EXISTING ELEVATIONS ARE FROM LIDAR DATA
ORB 5289, PG 76

ORB 3585, PG 3522

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

AMERICAN TOWER CORPORATION COCOA SITE #2520

50' ESMT #3 ORB 2348, PG 340

UNPLATTED
ORB 5120, PG 13

EXISTING ELEVATIONS ARE FROM LIDAR DATA

THIS AREA OF THE PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE 'A' NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G, EFFECTIVE 03/17/2014

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

ADAMSON CREEK PHASE ONE-C PB 57, PG 50

BUBBLE UP CB-5C TOP OF GRATE EL=23.15 W.INV.=16.90' SUMP EL =14.85'

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

BUBBLE UP CB-5C TOP OF GRATE EL=23.15'ON 22, Y LB3608

4'x4' CONCRETE PADS

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.22'

EXISTING RUBBLE WEIR ELEV=22.85

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.32

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.38

15" R.C.P.

MES INV.= 22.47'

TRACT 3

INV=22.01

40" HDPE PIPE

MES INV.= 22.99'

EX. RM 6" PVC (DR-18)

EX. FM 8" PVC (C900 DR-18)

EX. SANITARY 8" PVC (SDR-35)

EX. WM 8" PVC (DR-18)

EX. SANITARY MANHOLE

DS-33

DS-34

DS-35

DS-36

QUARTER SECTION LINE

TRACT R

TRACT J

TRACT A

PB 23, PG 34

FOR CONTINUATION SEE TOP LEFT OF THIS SHEET

100 0 50 100

(IN FEET)

VERTICAL DATUM: NGVD29

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⚠ CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

EXISTING CONDITIONS PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003

SHEET
3 of 35

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FITNESS COURSE NOTE:

10-STATION FITNESS COURSE SHALL BE SUPERIOR PLAYGROUNDS MODEL 60019400XX OR EQUIVALENT, INCLUDING THREE LARGE INSTRUCTIONAL SIGNS AND THE FOLLOWING STATIONS.

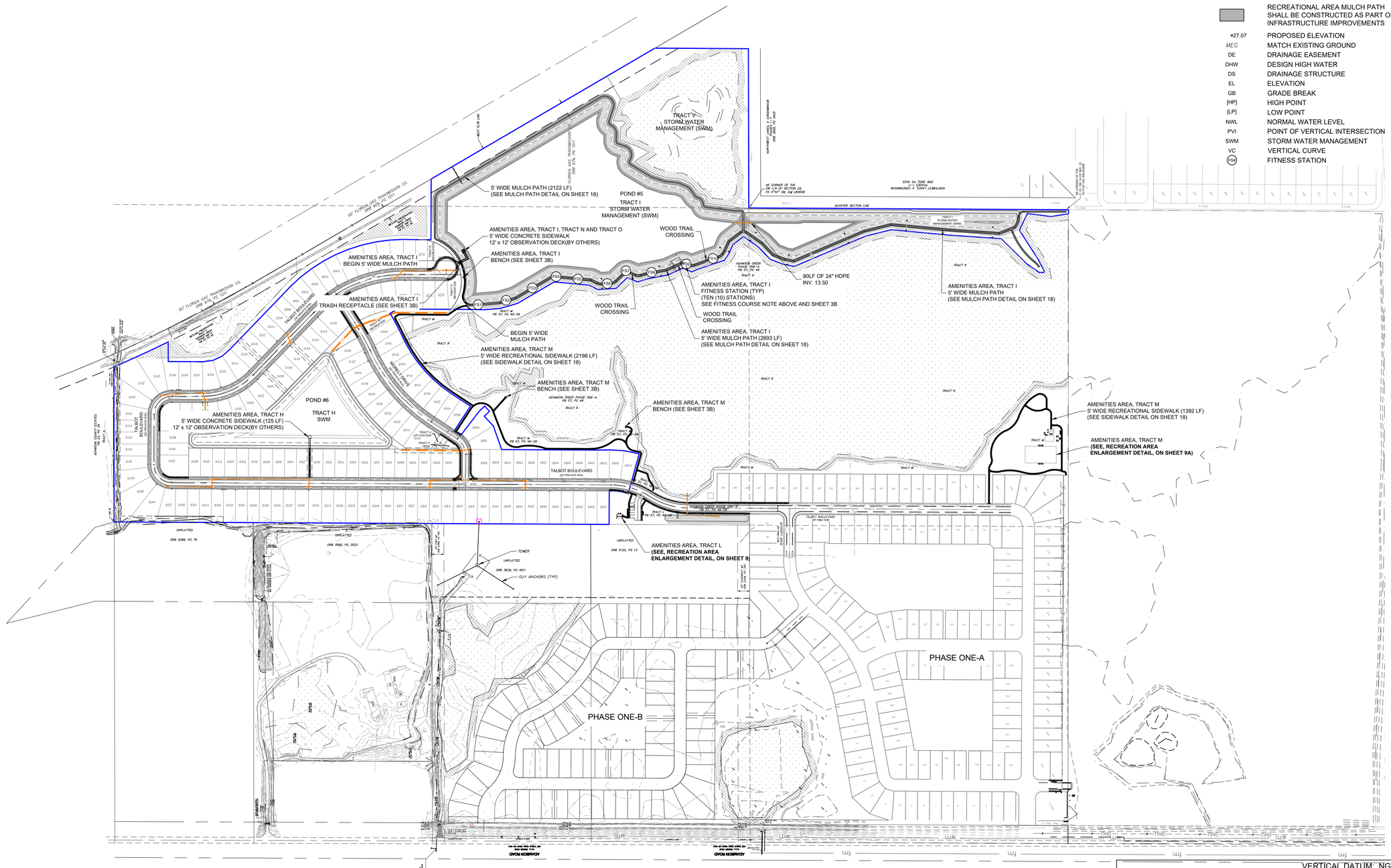
- (FS1) VERTICAL LADDER
- (FS2) BEAM JUMP
- (FS3) STRETCHING POST
- (FS4) PULL-UP AND CHIN-UP BARS
- (FS5) JUMP TOUCH BEAM
- (FS6) PARALLEL BARS
- (FS7) SIT-UP BENCH
- (FS8) SPRING-UP BARS
- (FS9) HORIZONTAL LADDER
- (FS10) BALANCE BEAM

NOTES:

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2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEET 3B FOR ADDITIONAL AMENITIES INFORMATION.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- WM — PROPOSED WATER MAIN
- RM — PROPOSED REUSE MAIN
- FM — PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- DRAINAGE BASIN LINE
- PROPERTY LINE
- BUILDING SETBACK
- SF — SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- ×27.07 — PROPOSED ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- SWM — STORM WATER MANAGEMENT
- VC — VERTICAL CURVE
- (FS#) — FITNESS STATION



200 0 100 200

(IN FEET)

VERTICAL DATUM: NGVD29

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CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

OVERALL SITE PLAN WITH AMENITIES

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003A

SHEET
3A of 35

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Landscape Forms Inc. Petoskey Trash Receptacle

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Product Description CAD/BIM Files User Reviews/Comments





Product Website

Product Description

Like the prized coral fossil stone that shares its names, Petoskey is pleasing to the eye...and solid as a rock. Petoskey is engineered for active commercial and institutional spaces and has become a favorite for courtyards, city parks, university campuses, mixed use retail areas and transportation hubs.

- 30-gallon capacity litter receptacle; polyethylene liner included
- Choice of tube support or hinged lid style
- Receptacle formed of 11-gauge steel; Ash Urn of 14 guage.
- Hinged lid receptacle may be specified with signage/special openings to designate collection of waste or recyclables
- Signage printed on high performance, exterior grade, UV protected vinyl - mounted securely to each unit
- Click here to view standard signage choices
- Receptacle with 3in. o.d. steel tube support may be surface mount or embedded
- Hinged lid receptacle and ash urn: freestanding/surface mount or embedded
- Metal parts finished with Pangard II® powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge

Product Details

CSI Division:	32 33 23
CSI Division Title:	Site Trash and Litter Receptacles
Manufacturer's Brochure:	http://www.landscapeforms.com/en-US/LFlibrochures/PetoskeyLitterAsh.pdf
Product Cut Sheet/Specs/Demo:	http://www.landscapeforms.com/en-US/Product%20Data/LF_PetoskeyLitter_ProductData.pdf

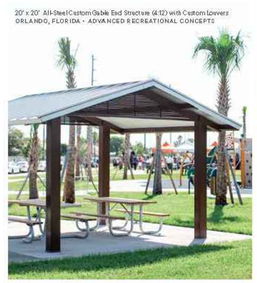
Related Keywords

Clear Floor Space Clear Ground Space Essential Container Operable Part (Control) Outdoor Constructed Feature Reach Range Trash Can (Outdoor)

Related Section Numbers









ROOFING OPTIONS

- 24 Ga. R-Panel Roofing
- 24 Ga. Medallion Lok S.S.
- 26 Ga. Medallion Lok S.S.*
- 29 Ga. Max-Rib Metal Roofing*
- Fiberglass Shingles*
- Cedar Shingles*

Metal roof panels are furnished pre-cut.

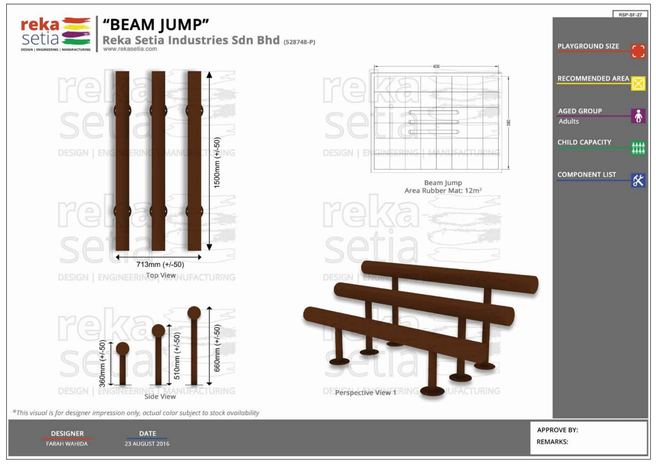
**Requires T&G sub decking.*

OPTIONS & ACCESSORIES

- Ornamental Lattice & Handrails
- Ornamental Corner Bracing
- Column Upgrades
- Cupolas
- Weathervanes
- Base Shoe Covers
- Roof and Frame Colors
- Duo-Top & Tri-Top Roof Systems
- Electrical Access Holes
- Gutters & Downspouts
- Lightning Protection
- Sealed Engineering

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Midwest Recreation Products
(866) 830-9196 funandrecreation.com



Fitness


Parallel Bars


Pull/Chin Up Bars


Stretching Post


Jump Touch Beam


Balance Beam


Horizontal Ladder


Spring Up Bars


Sit Up Bench

Description	
10 Station Course***	6001940XX
10 Station Course Sign Package	6001951XX
Parallel Bars	6001940XX
Parallel Bars Sign Package	6001945XX
Vertical Ladder	6001940XX
Vertical Ladder Sign Package	6001945XX
Pull/Chin Up Bars	6001940XX
Pull/Chin Up Bars Sign Package	6001945XX
Stretching Post	6001940XX
Stretching Post Sign Package	6001945XX
Beam Run	6001940XX
Beam Run Sign Package	6001945XX
Jump Touch Beam	6001940XX
Jump Touch Beam Sign Package	6001945XX
Sit-up Bench	AFT13972XX
Sit-up Bench Sign Package	6001945XX
Balance Beams	6001940XX
Balance Beams Sign Package	6001945XX
Horizontal Ladder	6001940XX
Horizontal Ladder Sign Package	6001945XX
Spring Up Bars	6001941XX
Spring Up Bars Sign Package	6001946XX

Fitness Course

The Fitness Course is designed to provide levels of challenge for older children and adults. Available signage explains the various events and gives suggestions for physical programs and warm-up/cool-down routines. The events can be laid out as shown, along a pathway, or configured to fit your area. The same high quality materials used in playground equipment are used to build the Fitness Course - providing the same strength and durability!

Playground Equipment .com

Curved Post Straight Rung Vertical Ladder



Meets National Standards for: ✓ **ASTM** F1487-17 ✓ **CPSC** Guidelines #325

Product Description

The Curved Post Straight Rung Vertical Ladder is a durable metal climber built of stainless steel. The galvanized posts and rungs are sure to stand up to years of exposure to wind, rain, and snow. And the bright colors of this commercial-grade playground equipment are available as displayed or, with longer lead times, possible to customize to a unique scheme of your choosing. Imagine the ladder decked out in your school's colors or featuring tones chosen after a vote by the student body. Climbing gets the blood pumping and exercises large muscles in the core, legs, and arms. Kids engage their gross motor skills on structures like this ladder, which are critical to develop for the sake of better motion control, balance, and posture. The bars are properly spaced apart, making it easy for children across a range of ages to reach the rungs and begin scurrying up and down.

Product Specifications

Model Number: PGS034
Age Range: 5-12 years
Child Capacity: 2-5
Fall Height: 96"
Post Diameter: 4.5-inch
Product Type: Get Physical
Safety Zone: 12' 5" x 16' 3"

Florida Playground & Steel Co.

Tampa Bay: (813) 247-2812
Nationwide: (800) 444-2655
sales@fla-playground.com

HOME RESIDENTIAL COMMERCIAL PLAYGROUND FURNISHING PARTS & ACCESSORIES CONTACT US

Grills

Our high quality grills are exactly what your public or private hangout area needs. Nothing gets family and friends together like a grill out. Be sure to ask about our options to ensure that you are getting exactly what you want from your grill.

Standard Grill

Campfire Grills with High Heat Powder Coat
- offers 360 square inches (20" x 18") of cooking area – includes 8" x 18" Back plate. It features a 4-position grate, 2 3/8" pipe base Bolted to Grill. Grate is 18" x 20" and is coated in a heat-resistant powder coating.

2-3/8" Round Steel Tubing, 11 ga. Steel Plate
- Surface mount - pole is 30.5" in length and has 12" plate with 4 holes to anchor and plate to bolt grill on
- Inground Mount - pole is 48.3" in length (17.8 in cement in ground)

High temp. Powder Coat (Grill, Grate and Pole)

Prices do not include shipping
No installation



Florida Playground & Steel Co.

Swing Sets are Just the Beginning!

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sales@fla-playground.com

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Ultra Play 5 ft. Galvanized Commercial Park Double Sided Bike Rack Portable
Model# 5503-5



72 in. Deluxe Picnic Table With Treated Legs

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312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NGVD29

1	
2	
3	
4	
5	
6	
7	CITY COMMENTS 08/19/20
8	CITY COMMENTS 08/10/2020 08/13/20
9	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

AMENITIES DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003B

SHEET
3B of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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STORM PIPE NOTES:

1. FOR RCP, THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS SHALL INCLUDE PIPE END TIE BARS; SEE SHEET 11 FOR DETAILS.
2. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE (RCP).
3. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- DRAINAGE BASIN LINE
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- ×27.07 PROPOSED ELEVATION
- MEG MATCH EXISTING GROUND
- DE DRAINAGE EASEMENT
- DHW DESIGN HIGH WATER
- DS DRAINAGE STRUCTURE
- EL ELEVATION
- GB GRADE BREAK
- [HP] HIGH POINT
- [LP] LOW POINT
- NWL NORMAL WATER LEVEL
- PVI POINT OF VERTICAL INTERSECTION
- SWM STORM WATER MANAGEMENT
- VC VERTICAL CURVE
- FS# FITNESS STATION

FOR CONTINUATION SEE BELOW RIGHT

QUARTER SECTION LINE

TRACT I STORM WATER MANAGEMENT (SWM)

INV=22.03 | INV=22.42 | INV=21.87 | INV=22.02 | INV=22.06

4'x4' CONCRETE PADS

30" HDPE PIPE

WETLAND BUFFER AREA

WETLAND CONSERVATION BOUNDARY

NE CORNER OF SECTION 34-T19S-RD 27 E FD 4"x4" CCM, LSB

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

TRACT V STORM WATER MANAGEMENT (SWM)

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

WEST R/W LINE

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

TRACT I STORM WATER MANAGEMENT (SWM)

BUBBLE UP C TOP OF GRAT W.INV.=16.90' SUMP EL =14

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

80 LF 24" HDPE
INV. 13.50'
INV=22.08

4'x4' CONCRETE PADS
INV=21.98

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.22'

EXISTING RUBBLE WEIR ELEV.=22.85

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.32

INV=22.39 | INV=22.05 | INV=21.99 | INV=22.08 | INV=22.31 | INV=22.38 | INV=21.86 | INV=21.88 | INV=22.28

FS1 FS2 FS3 FS4 FS5 FS6 FS7 FS8 FS9 FS10

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.23

MES INV.= 22.47 | INV=22.03 | INV=22.01

4'x4' CONCRETE PADS | INV=22.00

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

MES INV.=22.99

BUBBLE UP CS=5C TOP OF GRATE EL=22.13' E.INV.=16.88' SUMP EL =14.63'.

30" HDPE PIPE

"ADAMSON CREEK" PHASE ONE-A PB 57,PG 49-52

TRACT M PB 57, PG 49-52

TRACT R

WETLAND BUFFER AREA | WETLAND CONSERVATION BOUNDARY

TRACT I RECREATION | TRACT O RECREATION

OBSERVATION DECK SEE SHEET 3A

DRAINAGE AREA

DS-55 1.54 AC | DS-55 | 224 LF 30" RCP | DS-59 0.14 AC | DS-59

3' WIDE CONCRETE FLUME | 53 LF 30" RCP | BENCH SEE SHEET 3A

DS-56 1.19 AC | DS-56 | 52 LF 18" RCP

EX X-MES=58

DS-54 1.52 AC | DS-57 | 218 LF 54" RCP | DS-54 | 153 LF 54" RCP | TRACT M RECREATION | DS-53 | 35 LF 54" RCP | 136 LF 54" RCP | DS-53 1.02 AC

DS-51 1.53 AC | DS-51 | 39 LF 24" RCP | DS-52 0.86 AC | DS-52

TALBOT BOULEVARD (50' PRIVATE R/W)

MORELY DRIVE (50' PRIVATE R/W)

EX X-DS-75 | EX X-DS-69 | EX X-DS-68 | EX X-DS-53A | EX X-MES-53A | EX X-DS-44 | EX X-DS-50A

WETLAND CONSERVATION BOUNDARY | WETLAND BUFFER AREA | DRAINAGE AREA

EXISTING DITCH NOT TO BE DISTURBED

DS-49 1.44 AC | DS-49 | 179 LF 18" RCP | DS-49A | DS-49A 0.87 AC | DS-50 | DS-50 1.14 AC | 36 LF 24" RCP | 134 LF 30" RCP | 41 LF 24" RCP

EXISTING POND #6
NWL = 22.00
TOB = 25.20
ANNUAL 24HR PEAK = 22.96
10YR 24HR PEAK = 23.76
25YR 24HR PEAK = 24.25
100YR 24HR PEAK = 25.19

TRACT H SWM

OBSERVATION DECK SEE SHEET 3A | 4' WIDE CONCRETE FLUME | 3' WIDE CONCRETE FLUME | 177 LF 30" RCP | 126 LF 48" RCP

TRACT U LIFT STATION | TRACT P OPEN

DS-43 0.95 AC | DS-43 | 251 LF 48" RCP | DS-42 1.35 AC | DS-42 | 35 LF 24" RCP | 123 LF 30" RCP

DS-48 0.98 AC | DS-48 | 405 LF 30" RCP | DS-47A 0.91 AC | DS-47A | 190 LF 18" RCP | DS-47 1.34 AC | DS-47 | 35 LF 24" RCP

X-DS-46 0.83 AC | EX X-DS-46 | 106 LF 30" RCP

DS-40 0.76 AC | DS-40 | DS-41 | 128 LF 24" RCP | DS-45 | 37 LF 24" RCP | DS-45 1.54 AC | DS-39 | 35 LF 24" RCP | DS-39 1.31 AC

DS-38 1.65 AC | DS-38 | 268 LF 30" RCP | DS-37 1.83 AC | DS-37 | 35 LF 30" RCP

TALBOT BOULEVARD (50' PRIVATE R/W)

WETLAND BUFFER AREA | WETLAND CONSERVATION BOUNDARY | BENCH SEE SHEET 3A | DRAINAGE AREA

50' SEMINOLE GAS PIPELINE ORB 979, PG 1011

TRACT L AMENITIES SEE SHEET 3A

DS-36 | 90 LF 24" RCP | DS-35 | DS-34 | DRY POND 2.23 AC | BEGIN SIDEWALK | DRAINAGE AREA | BEGIN ROADWAY | BEGIN SIDEWALK | DS-33 2.12 AC

TALBOT BOULEVARD (50' PUBLIC R/W) DS-34 0.84 AC

VICTORY PARK DRIVE (50' PUBLIC R/W)

DS-35 1.36 AC | DS-36 0.69 AC

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

AMERICAN TOWER CORPORATION

50' ESMT #1 ORB 2345, PG 340

UNPLATTED ORB 5289, PG 76 | ORB 3285, PG 3522 | ORB 5120, PG 13

±250 LF OF WALL

EXISTING DITCH NOT TO BE DISTURBED

DRAINAGE AREA

FENCE 3.5' SOUTH

WETLAND 1 5.704 ACRES

FOR CONTINUATION SEE ABOVE LEFT

NOTES:

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2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

100 0 50 100
(IN FEET)
VERTICAL DATUM: NGVD29

VERTICAL DATUM: NGVD29 CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
1 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

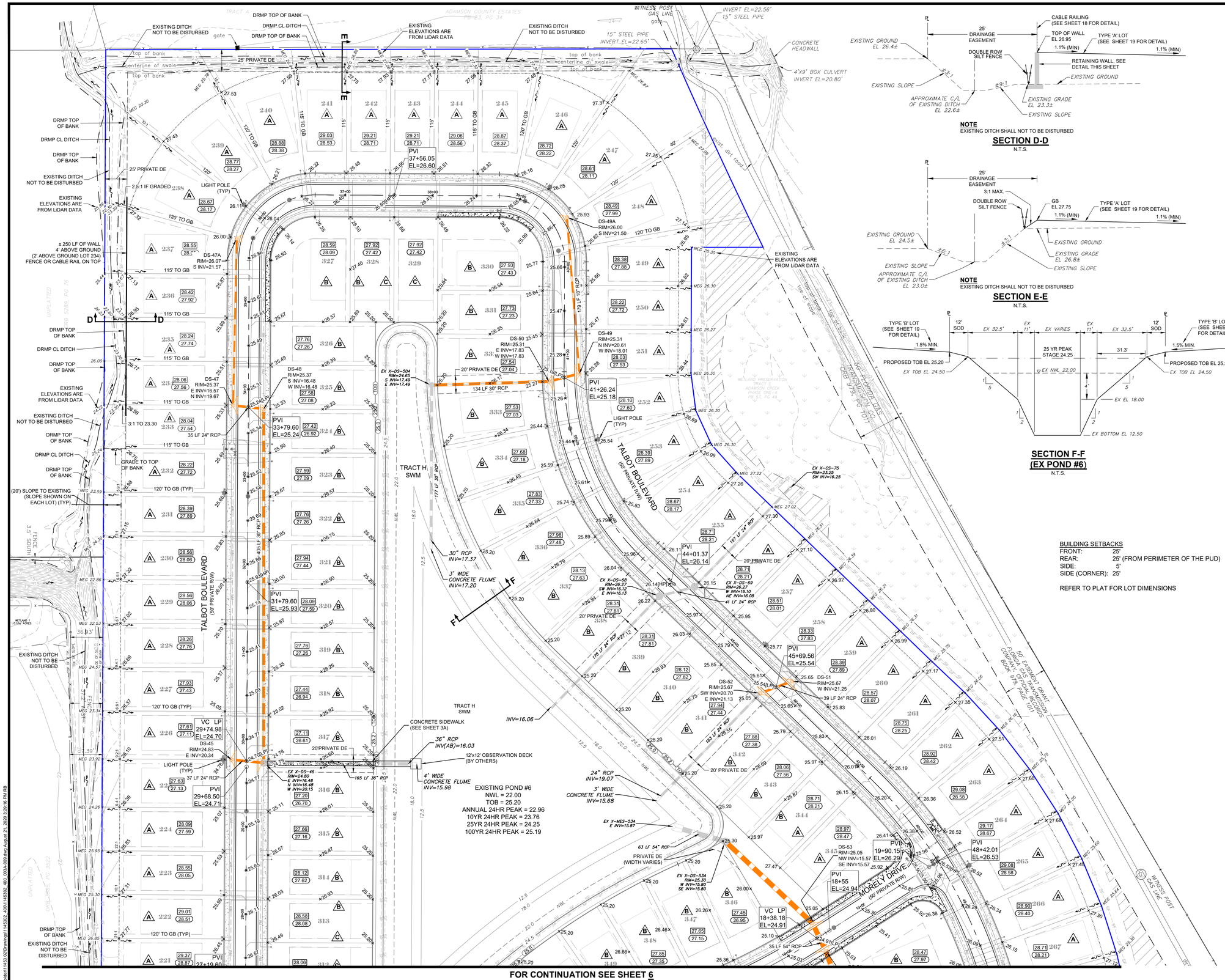
SHEET TITLE
OVERALL DRAINAGE PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_004

SHEET
4 of 35

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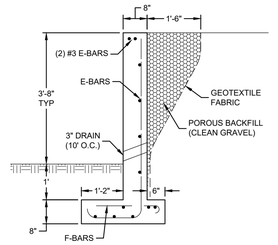


FOR CONTINUATION SEE SHEET 6

SECTION D-D
N.T.S.

SECTION E-E
N.T.S.

SECTION F-F (EX POND #6)
N.T.S.



E-BARS: #3, 12" O.C.
F-BARS: #3, 18" O.C.
HORIZONTAL BARS: #3 AS SHOWN
NOTE: 2" CLEARANCE ALL BARS

RETAINING WALL DETAIL
N.T.S.

BUILDING SETBACKS
FRONT: 25'
REAR: 25' (FROM PERIMETER OF THE PUD)
SIDE: 5'
SIDE (CORNER): 25'

REFER TO PLAT FOR LOT DIMENSIONS

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SF SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 FINISHED CENTERLINE OF ROAD ELEVATION
- A TYPE 'A' LOT LOT DRAINS REAR TO FRONT
- B TYPE 'B' LOT LOT WITH SPLIT DRAINAGE
- C TYPE 'C' LOT LOT DRAINS FRONT TO REAR
- 29.86 FINISHED FLOOR ELEVATION (FFE)
- 29.36 DIT PAD ELEVATION
- ×27.07 EXISTING GROUND SPOT ELEVATION
- ×27.07 DESIGN SPOT ELEVATION
- MEG MATCH EXISTING GROUND
- DE DRAINAGE EASEMENT
- DHW DESIGN HIGH WATER
- DS DRAINAGE STRUCTURE
- EL ELEVATION
- GB GRADE BREAK
- [HP] HIGH POINT
- [LP] LOW POINT
- NWL NORMAL WATER LEVEL
- PVI POINT OF VERTICAL INTERSECTION
- VC VERTICAL CURVE
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

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50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

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1	CITY COMMENTS	08/19/20
0	CITY COMMENTS 08/10/2020	08/13/20
	CITY COMMENTS 07/24/2020	07/31/20
	DATE:	07/13/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

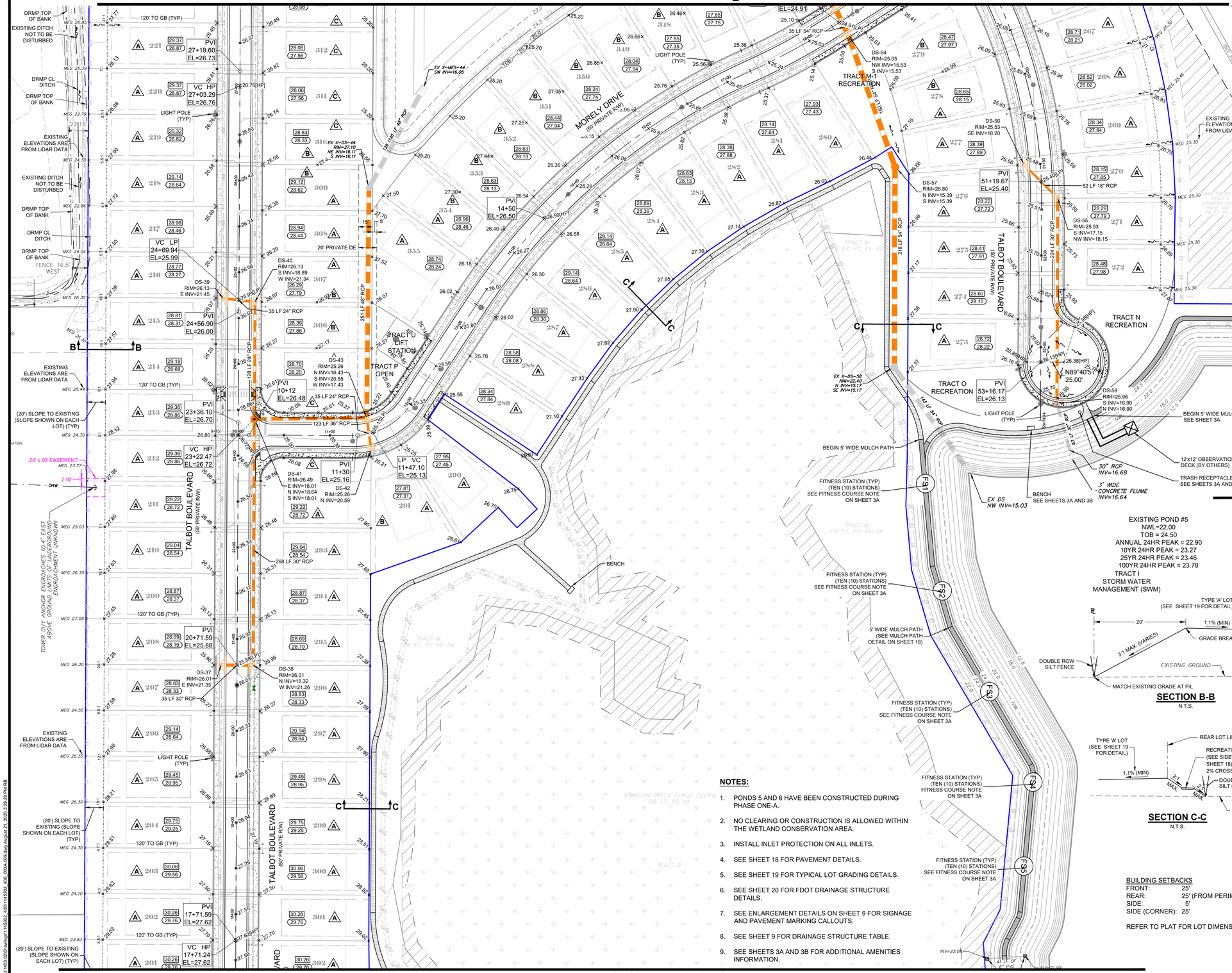
DRAWING NO.
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SHEET
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FOR CONTINUATION SEE SHEET 5



FOR CONTINUATION SEE SHEET 8A

FOR CONTINUATION SEE SHEET 7

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9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

SECTION B-B
N.T.S.

SECTION C-C
N.T.S.

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
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- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT; LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT; LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT; LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- ×27.07 — EXISTING GROUND SPOT ELEVATION
- ×27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
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- VC — VERTICAL CURVE
- FS# — PROPOSED LIGHT POLE
- FITNESS STATION

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

(IN FEET)
VERTICAL DATUM: NGVD29

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8	CITY COMMENTS	08/19/20
9	CITY COMMENTS 08/10/2020	08/13/20
10	CITY COMMENTS 07/24/2020	07/31/20

DATE: 07/13/20
DESIGN/DRAWN: SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

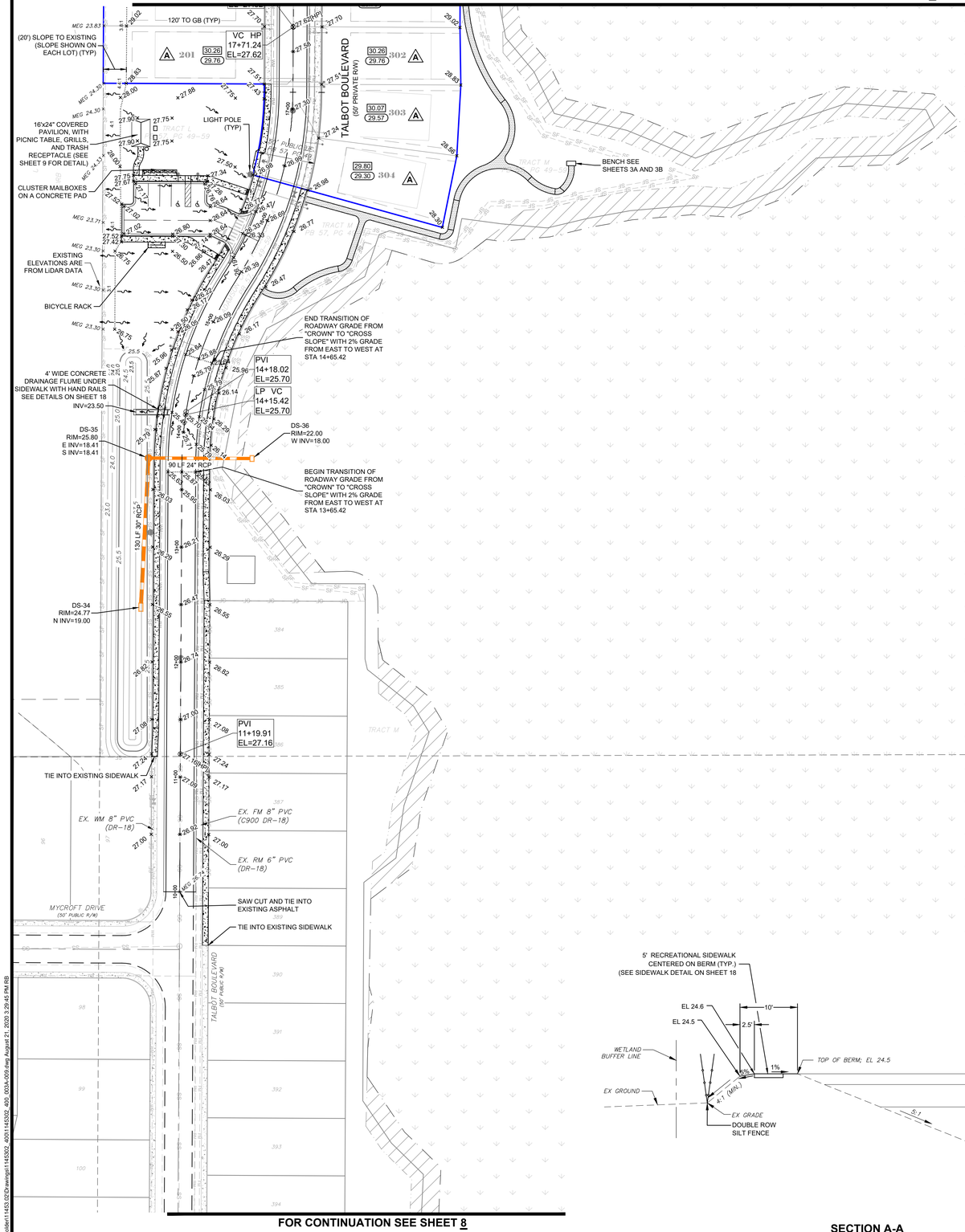
DRAWING NO.
1145302_400_006

SHEET
6 of 35

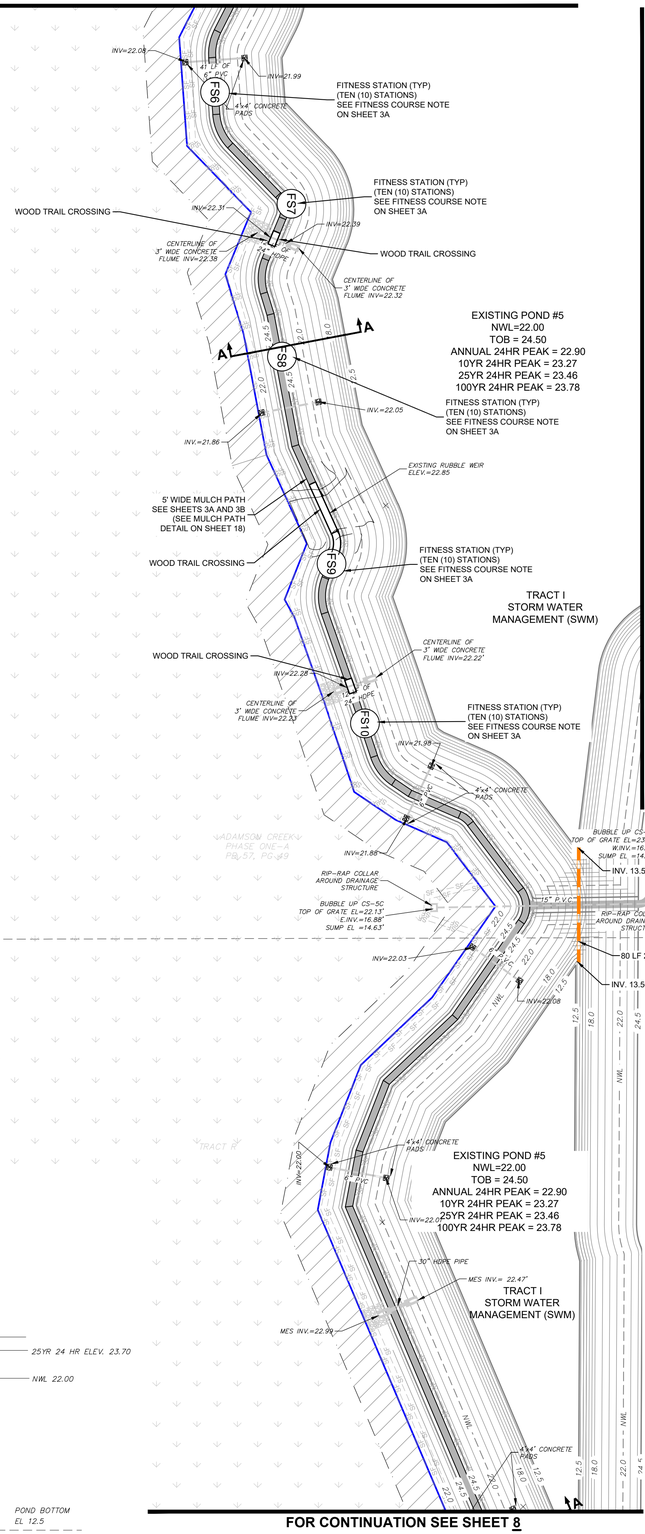
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FOR CONTINUATION SEE SHEET 6



FOR CONTINUATION SEE SHEET 8



SECTION A-A
N.T.S.

FOR CONTINUATION SEE SHEET 8

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT, LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT, LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT, LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- × 27.07 — EXISTING GROUND SPOT ELEVATION
- × 27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

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PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_007

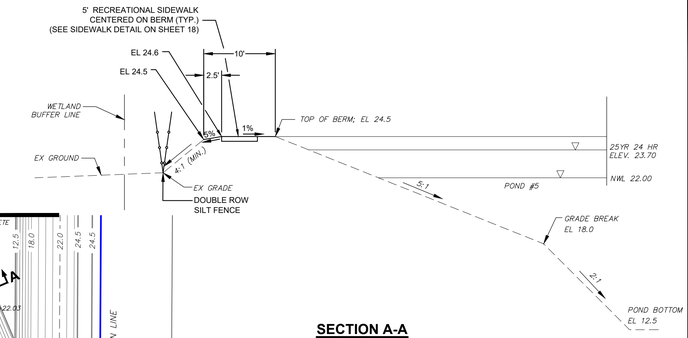
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7 of 35

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FOR CONTINUATION SEE SHEET 7





SECTION A-A
N.T.S.

LEGEND

	PROPOSED STORM SEWER
	EXISTING STORM SEWER
WM	PROPOSED WATER MAIN
RM	PROPOSED REUSE MAIN
FM	PROPOSED SANITARY FORCE MAIN
	GRADE BREAK LINE
269	LOT NUMBER
	PROPERTY LINE
	BUILDING SETBACK
SF	SILT FENCE
	WETLAND CONSERVATION AREA
	WETLAND BUFFER CONSERVATION AREA
	COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
	HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
	RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
	RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
PVI 22+60 EL=27.75	FINISHED CENTERLINE OF ROAD ELEVATION
A	TYPE 'A' LOT LOT DRAINS REAR TO FRONT
B	TYPE 'B' LOT LOT WITH SPLIT DRAINAGE
C	TYPE 'C' LOT LOT DRAINS FRONT TO REAR
29.86	FINISHED FLOOR ELEVATION (FFE)
29.36	DIRT PAD ELEVATION
×27.07	EXISTING GROUND SPOT ELEVATION
×27.07	DESIGN SPOT ELEVATION
MEG	MATCH EXISTING GROUND
DE	DRAINAGE EASEMENT
DHW	DESIGN HIGH WATER
DS	DRAINAGE STRUCTURE
EL	ELEVATION
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
PVI	POINT OF VERTICAL INTERSECTION
VC	VERTICAL CURVE
	PROPOSED LIGHT POLE
FS#	FITNESS STATION

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

NOTES:

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7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO. 11453.02

DRAWING NO. 1145302_400_008

SHEET 8 of 35

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FOR CONTINUATION SEE SHEET 6

FOR CONTINUATION SEE SHEET 6

TRACT I
STORM WATER
MANAGEMENT (SWM)

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

WOOD TRAIL CROSSING

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

EXISTING RUBBLE WEIR
ELEV.=22.85

5' WIDE MULCH PATH
SEE SHEETS 3A AND 3B
(SEE MULCH PATH
DETAIL ON SHEET 18)

WOOD TRAIL CROSSING

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

TRACT I
STORM WATER
MANAGEMENT (SWM)

WOOD TRAIL CROSSING

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

4'x4' CONCRETE PADS

RIP-RAP COLLAR
AROUND DRAINAGE
STRUCTURE

BUBBLE UP CS-5C
TOP OF GRATE EL=22.13'
E.INV.=16.88'
SUMP EL =14.63'

INV=22.03

80 LF 24" HDPE

5' WIDE MULCH PATH
SEE SHEETS 3A AND 3B
(SEE MULCH PATH
DETAIL ON SHEET 18)

50' FLORIDA GAS TRANSMISSION CO.
ORB 979, PG 1011

TRACT V
STORM WATER
MANAGEMENT (SWM)

BUBBLE UP CS-5D
TOP OF GRATE EL=23.13'
W.INV.=16.90'
SUMP EL =14.65'
INV. 13.50

15" P.V.C.

RIP-RAP COLLAR
AROUND DRAINAGE
STRUCTURE

NE CORNER OF THE
SW 1/4 OF SECTION 22
4"x4" CM, ID# LB3608

TRACT G

FOR CONTINUATION SEE SHEET 7

FOR CONTINUATION SEE SHEET 7

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
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- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
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- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

BUILDING SETBACKS
FRONT: 25'
REAR: 25' (FROM PERIMETER OF THE PUD)
SIDE: 5'
SIDE (CORNER): 25'

REFER TO PLAT FOR LOT DIMENSIONS

NOTES:

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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

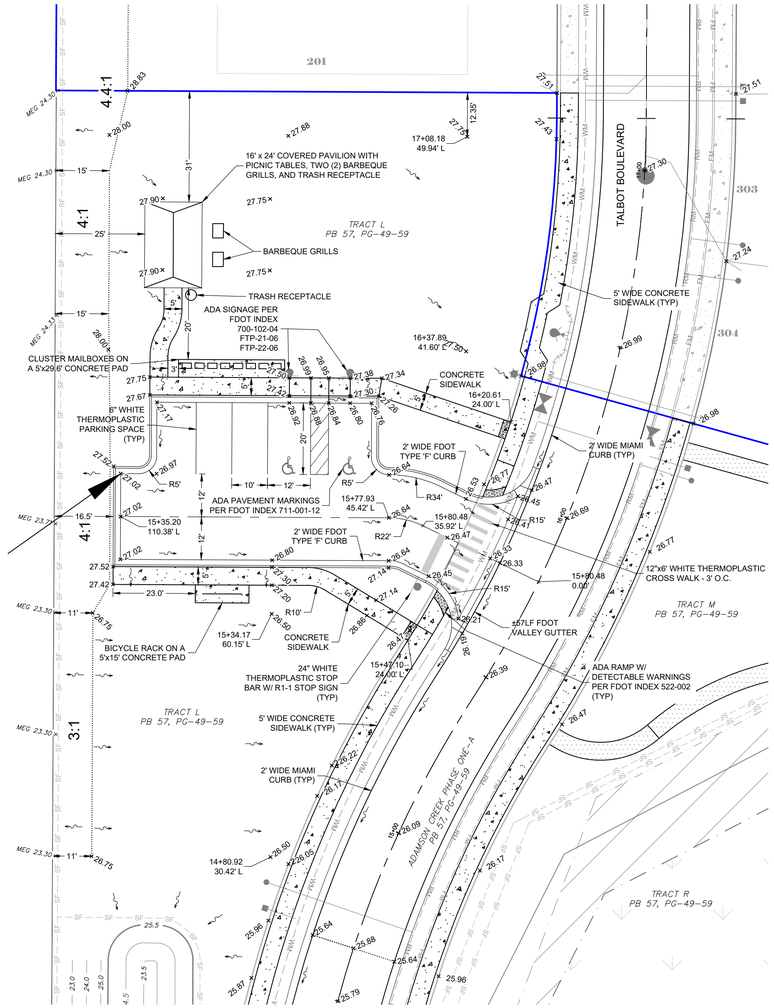
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_008A

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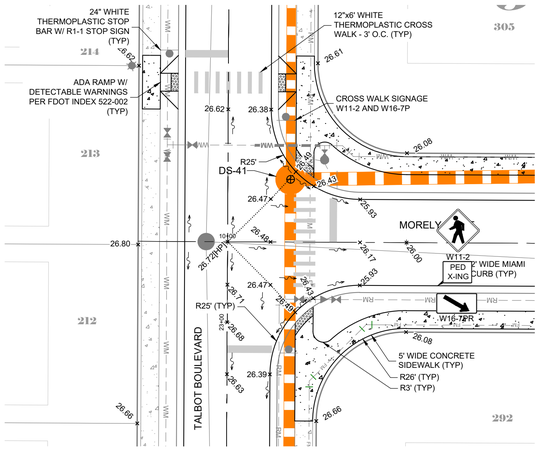
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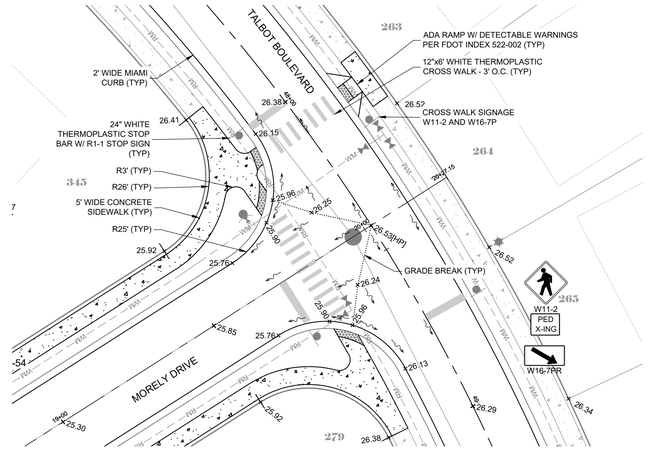
TRACT L - RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 20'



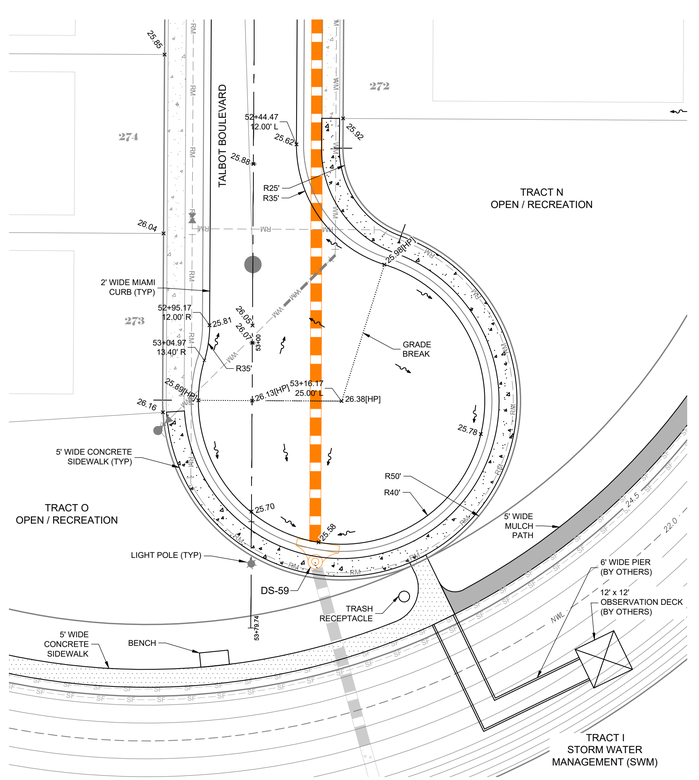
INTERSECTION ENLARGEMENT DETAIL

SCALE 1" = 20'



INTERSECTION ENLARGEMENT DETAIL

SCALE 1" = 20'



TRACT I, TRACT N AND TRACT O - RECREATION AREA AND CUL-DE-SAC ENLARGEMENT DETAIL

SCALE 1" = 20'

DRAINAGE STRUCTURE TABLE

NAME	DESCRIPTION	TOP ELEVATION	INVERTS	SIZE	PIPE LENGTH (FEET)	TO	COMMENT
DS-34	TYPE H 2 GRATE	24.77	N =19.00	30" RCP	130	DS-35	
DS-35	JUNCTION BOX	25.80	E =18.41 S =18.41	24" RCP	90	DS-36	
DS-36	TYPE E	22.00	W =18.00				
DS-37	TYPE 2	26.01	E =21.35	30" RCP	35	DS-38	
DS-38	TYPE 2	26.01	N =18.32 W =21.26	30" RCP	268	DS-41	
DS-39	TYPE 2	26.13	E =21.45	24" RCP	35	DS-40	
DS-40	TYPE 2	26.13	S =18.89 W =21.34	24" RCP	128	DS-41	
DS-41	JUNCTION BOX	26.49	E =18.01 N =18.64 S =18.01	36" RCP	123	DS-43	
DS-42	TYPE 4	25.26	N =20.59	24" RCP	35	DS-43	
DS-43	TYPE 4	25.26	N =16.43 S =20.55 W =17.43	48" RCP	251	X-DS-44	
DS-45	TYPE 2	24.83	E =20.34	24" RCP	37	X-DS-46	
DS-47	TYPE 2	25.37	E =16.57 N =19.67	24" RCP	35	DS-48	
DS-47A	TYPE 3 RIGHT	26.07	S =21.57	18" RCP	190	DS-47	
DS-48	TYPE 2	25.37	S =16.48 W =16.48	30" RCP	405	X-DS-46	
DS-49	TYPE 2	25.31	N =20.61 W =18.01	24" RCP	36	DS-50	
DS-49A	TYPE 3 LEFT	26.00	S =21.50	18" RCP	179	DS-49	
DS-50	TYPE 2	25.31	E =17.83 W =17.83	30" RCP	134	X-DS-50A	
DS-51	TYPE 2	25.67	W =21.25	24" RCP	39	DS-52	
DS-52	TYPE 2	25.67	SW =20.70 E =21.13	24" RCP	163		CONNECT TO EX 24" RCP PIPE

DRAINAGE STRUCTURE TABLE

NAME	DESCRIPTION	TOP ELEVATION	INVERTS	SIZE	PIPE LENGTH (FEET)	TO	COMMENT
DS-53	TYPE 2	25.05	NW =15.57 SE =15.57	54" RCP	35	DS-54	
DS-54	TYPE 2	25.05	NW =15.53 S =15.53	54" RCP	152	DS-57	
DS-55	TYPE 2	25.53	S =17.15 NW =18.15	30" RCP	224	DS-59	
DS-56	TYPE 2	25.53	SE =18.20	18" RCP	52	DS-55	
DS-57	JUNCTION BOX	26.80	N =15.39 S =15.39	54" RCP	218	X-DS-58	
DS-59	TYPE 4	25.96	S =16.90 N =16.90	30" RCP	53		CONNECT TO EX 30" RCP PIPE
X-CS-75	TYPE C	23.25	SW =16.25	24" RCP	157	X-DS-69	
X-DS-44	JUNCTION BOX	27.10	NE =16.11 S =16.11	48" RCP	126	X-MES-44	ADJUST TOP TO EL 27.10
X-DS-46	JUNCTION BOX	24.80	E =16.48 N =16.48 W =20.15	36" RCP	165		REMOVE TEMP TOP
X-DS-50A	JUNCTION BOX	24.65	S =17.49 E =17.49	30" RCP	177		ADJUST TOP TO EL 24.65
X-DS-53A	JUNCTION BOX	25.30	W =15.80 SE =15.80	54" RCP	136	DS-53	ADJUST TOP TO EL 25.30
X-DS-58	JUNCTION BOX	22.40	N =15.17 SE =15.17	54" RCP	143	X-MES-58	ADJUST TOP TO EL 22.40
X-DS-68	JUNCTION BOX	26.27	SW =16.12 E =16.13	24" RCP	178		ADJUST TOP TO EL 26.27
X-DS-69	JUNCTION BOX	26.27	W =16.10 NE =16.08	24" RCP	41	X-DS-68	ADJUST TOP TO EL 26.27
X-MES-44	MES		SW =16.05				
X-MES-53A	MES		E =15.87	54" RCP	63	X-DS-53A	
X-MES-58	MES		NW =15.03				

NOTES

1. ALL STRIPING SHALL BE THERMOPLASTIC PER FDOT STANDARDS. SEE DETAILS ON SHEET 21.
2. ALL SIGNAGE SHALL FOLLOW MUTCD STANDARDS.
3. ALL STOP-CONTROLLED INTERSECTIONS SHALL HAVE STOP BARS, SIGNS AND CROSSWALKS.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
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- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT, LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT, LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT, LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- 29.36 — DIRT PAD ELEVATION
- ×27.07 — EXISTING GROUND SPOT ELEVATION
- ×27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- PROPOSED LIGHT POLE

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

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PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
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SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

20 0 10 20
(IN FEET)
VERTICAL DATUM: NGVD29

1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS

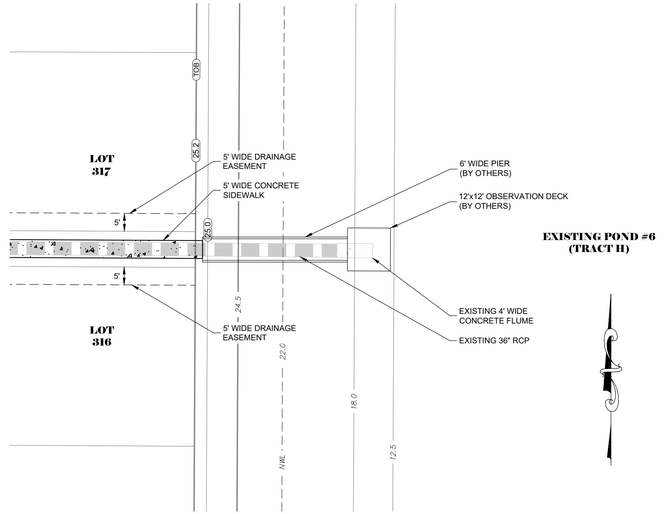
PROJECT NO. 11453.02

DRAWING NO. 1145302_400_009

SHEET 9 of 35

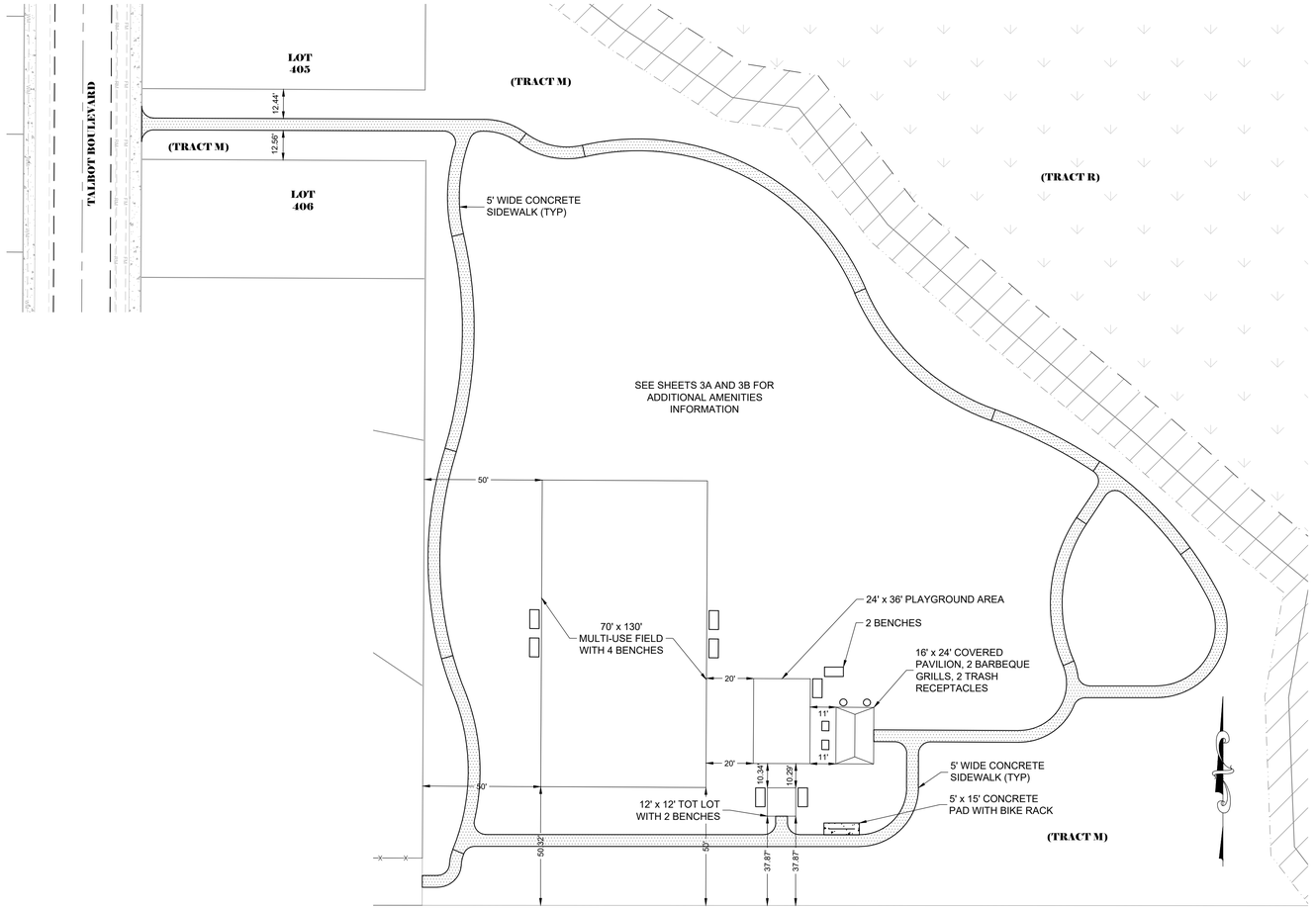
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



TRACT H - OBSERVATION DECK AT POND #6 RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 20'



TRACT M - RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 30'

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT, LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT, LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT, LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- ×27.07 — EXISTING GROUND SPOT ELEVATION
- ×27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- (TYP) — TYPICAL
- PROPOSED LIGHT POLE

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
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8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NGVD29

7	
6	
5	
4	
3	
2	CITY COMMENTS 08/19/20
1	CITY COMMENTS 08/10/2020 08/13/20
0	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_09A

SHEET
9A of 35

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SANITARY SEWER STRUCTURE TABLE			
NAME	TOP ELEVATION	INVERTS	COMMENT
SMH1	26.00	W =22.00	
SMH2	26.16	E =20.81 SW =20.71	
SMH3	25.94	NE =20.47 S =20.37	
SMH4	25.60	N =19.19 S =19.09	
SMH5	25.00	N =17.65 S =17.55	
SMH6	26.57	N =16.45 S =16.35	
SMH7	27.30	N =23.40	
SMH8	26.00	N =18.25 S =19.89	
SMH9	26.60	N =15.07 E =14.97 S =16.89	
SMH10	25.05	W =14.44 NE =14.34	
SMH11	25.20	SW =14.03 NE =13.93	5' DIA.
SMH12	25.62	S =21.62	
SMH13	25.40	N =20.72 SE =20.62	

SANITARY SEWER STRUCTURE TABLE			
NAME	TOP ELEVATION	INVERTS	COMMENT
SMH14	25.80	NW =20.17 SE =20.07	
SMH15	26.00	NW =18.47 SE =18.37	
SMH16	26.00	N =21.80	
SMH17	25.70	S =20.64 NW =20.54	
SMH18	26.40	NW =17.80 SW =17.70 SE =19.60	
SMH19	24.95	NE =17.16 SW =12.35	
SMH20	25.70	NE =11.48 SW =11.38	
SMH21	26.35	NE =10.76 SW =10.66	
SMH22	25.82	NE =10.04 SW =9.94	5' DIA.
SMH23	25.44	SW =13.73 NW =9.52 NE =9.62	5' DIA.
SMH24	27.00	SE =9.29	6' DIA. WW

(WW) = WET WELL

CITY OF COCOA GENERAL NOTES:

1. ALL WATER MAIN CONSTRUCTION SHALL BE PER CITY OF COCOA CRITERIA.
2. VALVE AND TEE LOCATIONS ARE SHOWN FOR GRAPHIC CLARITY ONLY. PER CITY OF COCOA CRITERIA, ALL VALVES SHALL BE LOCATED ADJACENT TO TEES (WITHIN 2') WHEREVER POSSIBLE, UNLESS SPECIFICALLY LOCATED OTHERWISE.
3. WHERE APPLICABLE ALL BLOW-OFFS TO BE PLACED AT PROPERTY LINE. IF OTHER FACILITIES CONFLICT (I.E. STORM DRAINAGE) BLOW-OFFS TO BE SET WITHIN 3' OF PROPERTY LINE. ALL BLOWOFFS SHALL BE BRASS PER THE CITY OF COCOA CRITERIA.
4. THE FIRE HYDRANT ASSEMBLIES SHALL CONSIST OF A HYDRANT TEE, GATE VALVE, AND FIRE HYDRANT. THE GATE VALVE IS TO BE PLACED AT THE HYDRANT TEE. THIS NOTE ALSO APPLIES TO THOSE LOCATIONS WHERE THE HYDRANT IS LOCATED ACROSS THE STREET FROM THE MAIN LINE.
5. ANY SERVICE LINE LONGER THAN 60 FEET IN LENGTH WILL NEED TO BE 1". ALL OTHER SERVICE LINES SHALL BE 3/4".
6. SERVICE LINE SHALL CONSIST OF A BRONZE SERVICE SADDLE, CORPORATION STOP, TYPE "K" COPPER, AND CURB STOP.
7. UNLESS OTHERWISE NOTED ALL POTABLE WATER SERVICES TO BE 1" COPPER.
8. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
9. ALL WATER MAINS SHALL BE SWABBED PER CITY OF COCOA CRITERIA.
10. TEMPORARY BLOW-OFF TO CONSIST OF GATE VALVE, 20 LF OF MJ DIP, AND 2" (PIPE SIZE 2"-10") OR 4" (PIPE SIZE 12" AND LARGER) BLOW-OFF. SEE CITY OF COCOA DETAIL.
11. FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL MODEL #B-84-B; 6", AMERICAN DARLING 5 1/4", MUELLER SUPER CENTURION 250 5 1/4" OR CLOW MEDALLION 5 1/4".
12. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF COCOA IS REQUIRED FOR TAPS.
13. A UTILITY CONTRACTOR IS REQUIRED FOR WATER MAIN INSTALLATION.
14. ALL 2" BLOW-OFFS SHALL BE CONSTRUCTED OF BRASS PER CITY OF COCOA CRITERIA.

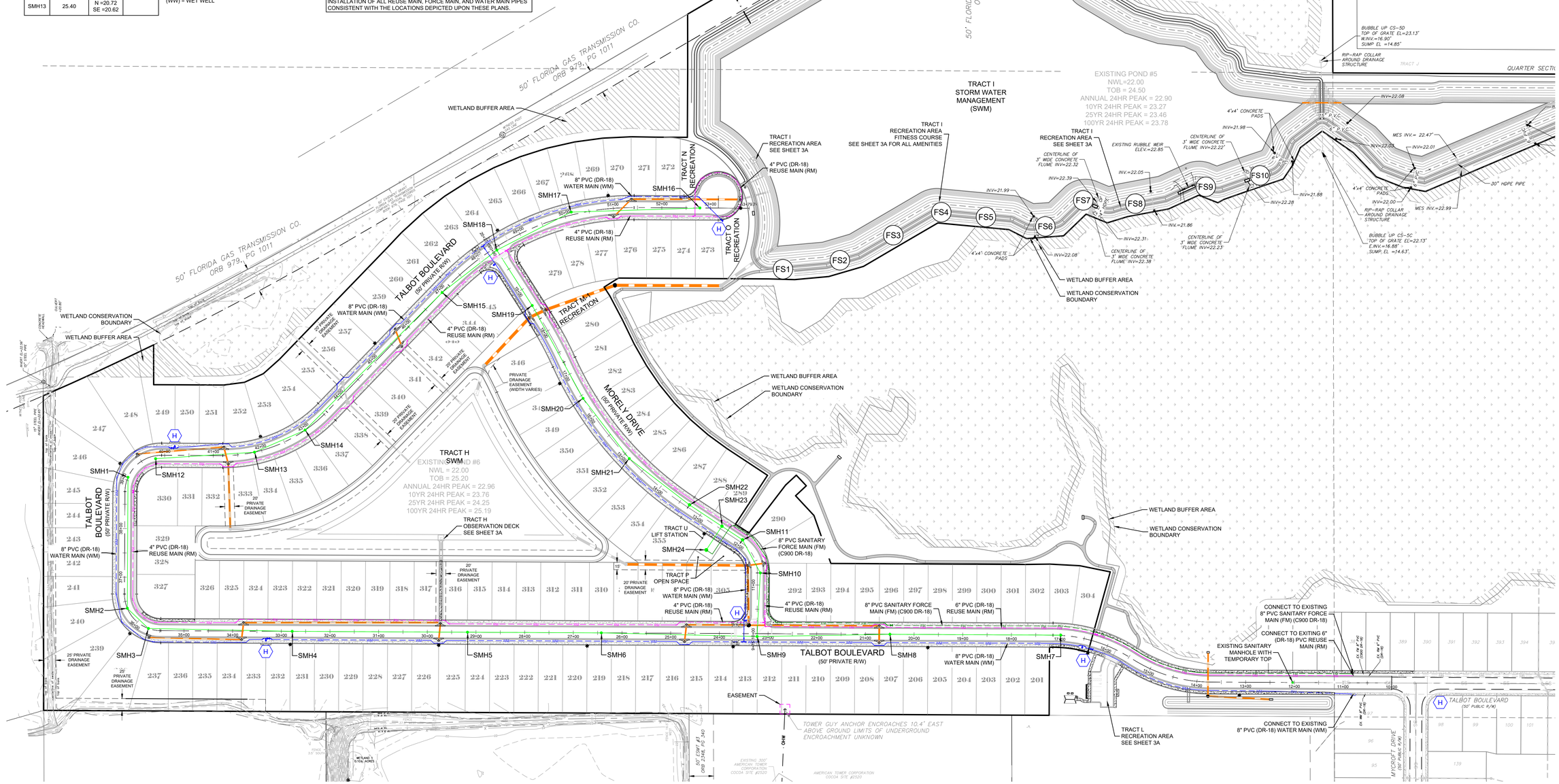
PIPE DEFLECTIONS
ALL PIPE DEFLECTIONS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS AND AWWA REQUIREMENTS FOR MAXIMUM DEFLECTION. CONTRACTOR SHALL INCORPORATE THE APPROPRIATE FITTINGS ON PIPE DEFLECTIONS (IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS) TO COMPLETE THE INSTALLATION OF ALL REUSE MAIN, FORCE MAIN, AND WATER MAIN PIPES CONSISTENT WITH THE LOCATIONS DEPICTED UPON THESE PLANS.

GENERAL NOTES:

1. NO CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
2. SEE SHEET 23 FOR BREVARD COUNTY SANITARY SEWER DETAILS.
3. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
4. SEE SHEETS 28-29 FOR CITY OF COCA WATER MAIN DETAILS.
5. SEE SHEETS 3A, 3B, 9 AND 9A FOR AMENITIES INFORMATION.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- WM — PROPOSED WATER MAIN
- RM — PROPOSED REUSE MAIN
- FM — PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL — ELEVATION
- NWL — NORMAL WATER LEVEL
- SWM — STORM WATER MANAGEMENT
- WW — SANITARY WET WELL
- H — HYDRANT LOCATION
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION



VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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100 0 50 100
(IN FEET)
VERTICAL DATUM: NGVD29

1	
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6	
1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
OVERALL UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_010

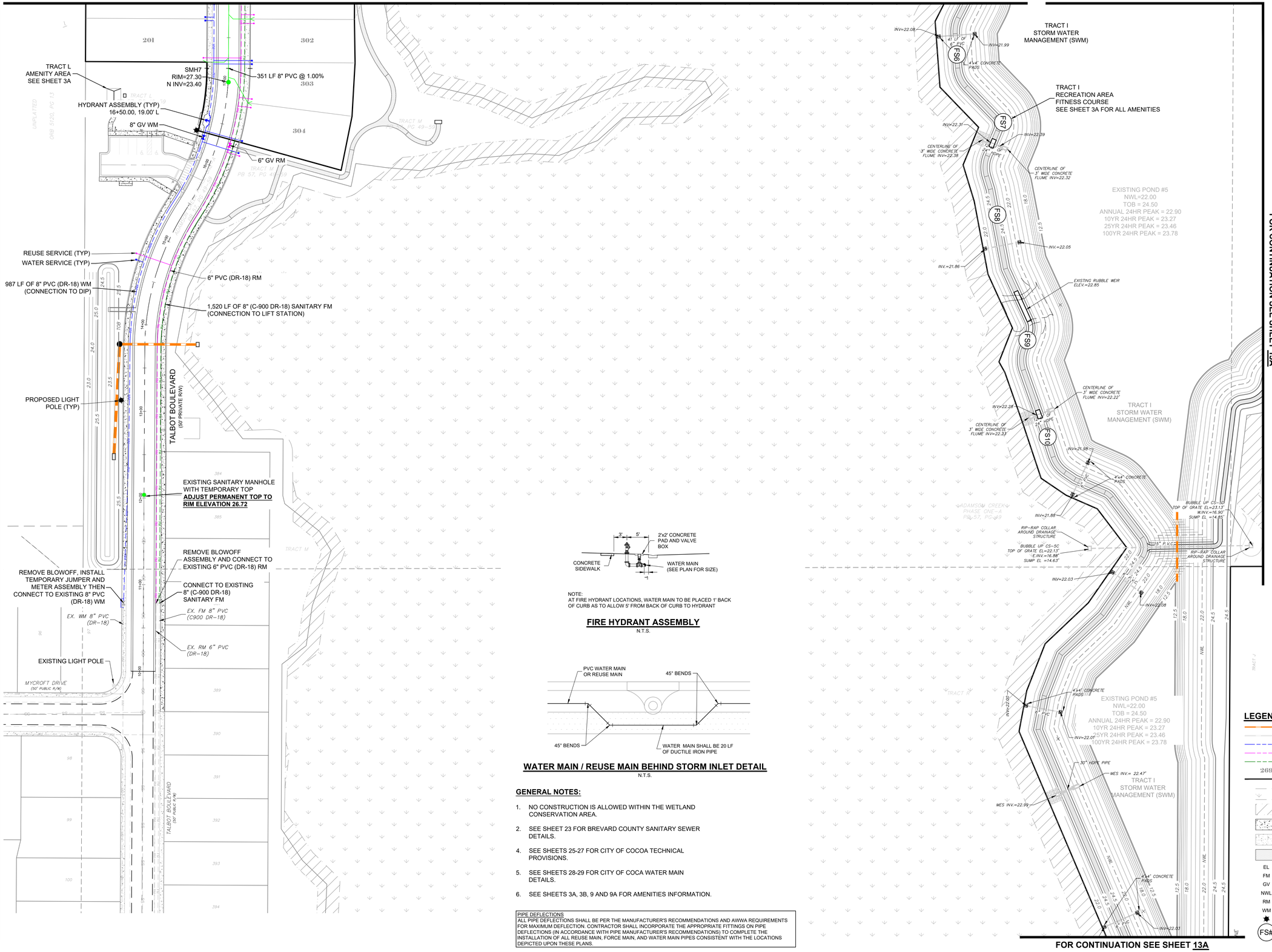
SHEET
10 of 35

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FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 13A



FIRE HYDRANT ASSEMBLY
N.T.S.

WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.

GENERAL NOTES:

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FOR CONTINUATION SEE SHEET 13A

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL ELEVATION
- FM FORCE MAIN
- GV GATE VALVE
- NWL NORMAL WATER LEVEL
- RM REUSE MAIN
- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

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CITY COMMENTS 08/10/2020	08/13/20
CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_011

SHEET
11 of 35

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FOR CONTINUATION SEE SHEET 13

275 LF 8" PVC @ 0.40%
WATER SERVICE (TYP)
275 LF 8" PVC @ 0.40%
SMH6
RIM=26.57
N INV=16.45
S INV=16.35
1563 LF OF 4" PVC (DR-18) RM
(TEE TO GV)
490 LF OF 8" PVC (DR-18) WM
(DIP TO DIP)
320 LF 8" PVC @ 0.40%
20 LF OF DIP WM
115 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
20 LF OF DIP WM
25 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
8" TEE
(3) 8" GV WM
SMH9
RIM=26.60
N INV=15.07
E INV=14.97
S INV=16.89
TALBOT BOULEVARD
(50' PRIVATE R/W)
4" PVC (DR-18) RM
6"x4" TEE
(1) 6" GV
(2) 4" GV
(1) 6"x4" REDUCER
90° BEND RM
270 LF OF 8" PVC (DR-18) WM
(DIP TO TEE)
SEE DETAIL ON
SHEET11 (TYP)
20 LF OF 8" DIP WM
SMH8
RIM=26.00
N INV=18.25
S INV=19.89
PROPOSED LIGHT POLE (TYP)
987 LF OF 8" PVC (DR-18) WM
(CONNECTION TO DIP)
SANITARY SEWER SERVICE
(TYP)
REUSE SERVICE (TYP)
WATER SERVICE (TYP)
SMH7
RIM=27.30
N INV=23.40
351 LF 8" PVC @ 1.00%
273 LF 8" PVC @ 0.50%
SEE DETAIL ON
SHEET11 (TYP)
1242 LF OF 6" PVC (DR-18) RM
(CONNECTION TO TEE)
1,520 LF OF 8" (C-900 DR-18)
SANITARY FM (CONNECTION
TO LIFT STATION)
351 LF 8" PVC @ 1.00%
667 LF OF 8" PVC (DR-18) WM
(DIP TO DIP)
PROPOSED LIGHT POLE (TYP)
REUSE SERVICE (TYP)
SANITARY SEWER SERVICE
(TYP)
MORELY DRIVE
(50' PRIVATE R/W)
WATER SERVICE (TYP)
SMH20
RIM=25.70
NE INV=11.48
SW INV=11.38
218 LF 8" PVC @ 0.40%
156 LF 8" PVC @ 0.40%
SMH21
RIM=26.35
NE INV=10.76
SW INV=10.66
156 LF 8" PVC @ 0.40%
980 LF OF 4" PVC (DR-18) RM
(TEE TO TEE)
SMH22
RIM=25.82
NE INV=10.04
SW INV=9.94
80 LF 8" PVC @ 0.40%
SMH23
RIM=25.44
SW INV=13.73
NW INV=9.52
NE INV=9.62
(2) 45° BENDS FM
51 LF 8" PVC @ 0.40%
1,520 LF OF 8" (C-900 DR-18) SANITARY FM
(CONNECTION TO LIFT STATION)
SMH11
RIM=25.20
SW INV=14.03
NE INV=13.93
77 LF 8" PVC @ 0.40%
SMH10
RIM=25.05
W INV=14.44
NE INV=14.34
131 LF 8" PVC @ 0.40%
59 LF 8" PVC @ 0.40%
SMH24
RIM=27.00
SE INV=9.29
HYDRANT
ASSEMBLY (TYP)
23+45.49, 27.00' R
45° BENDS
20 LF OF DIP WM
105 LF OF 8" PVC
(DR-18) WM
(DIP TO DIP)
20' PRIVATE DRAINAGE EASEMENT
15'
5'
15'
TRACT U
FIRST STATION
TRACT P
OPEN
TRACT M
PB 57, PG 49-59
TRACT M-1
RECREATION
TRACT R
ADAMSON CREEK PHASE ONE-A
PB 57, PG 49
464 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
172 LF 8" PVC @ 0.55%
403 LF OF 4" PVC (DR-18) RM
(TEE TO TEE)
SMH17
RIM=25.70
S INV=20.64
NW INV=20.54
SANITARY SEWER SERVICE
(TYP)
REUSE SERVICE (TYP)
WATER SERVICE (TYP)
TALBOT BOULEVARD
(50' PRIVATE R/W)
264 LF 8" PVC @ 0.44%
4" TEE
4" GV RM
SMH16
RIM=26.00
N INV=21.80
(1) 8"x6" REDUCER WM
HYDRANT ASSEMBLY (TYP)
53+24.69, 26.30' R
45° BEND WM
20 LF OF DIP WM
50 LF OF 8" PVC (DR-18) WM
(DIP TO REDUCER)
N89°40'51"W
25.00'
315 LF OF 4" PVC
(DR-18) RM (LOOP)
TRACT N
RECREATION
TRACT O
RECREATION
PROPOSED
LIGHT POLE (TYP)
TRACT I
RECREATION AREA
SEE SHEET 3A FOR ALL AMENITIES
TRACT I
STORM WATER
MANAGEMENT (SWM)
50' FLORIDA GAS
TRANSMISSION CO.
ORB 9795, PG 1841
WETLAND PRESERVATION
TRACT S
ADAMSON CREEK
PHASE ONE-A
PB 57, PG 49
EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78
FS1
FS2
FS3
FS4
FS5
FS6
TRACT I
RECREATION AREA
FITNESS COURSE
SEE SHEET 3A FOR ALL AMENITIES
INV=22.08
4' LF OF
6" PVC
INV=21.99
4'x4' CONCRETE
PADS

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE SHEET 13A

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL ELEVATION
- FM FORCE MAIN
- GV GATE VALVE
- NWL NORMAL WATER LEVEL
- RM REUSE MAIN
- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

GENERAL NOTES:

1. NO CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
2. SEE SHEET 23 FOR BREVARD COUNTY SANITARY SEWER DETAILS.
4. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
5. SEE SHEETS 28-29 FOR CITY OF COCA WATER MAIN DETAILS.
6. SEE SHEETS 3A, 3B, 9 AND 9A FOR AMENITIES INFORMATION.

PIPE DEFLECTIONS
ALL PIPE DEFLECTIONS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS AND AWWA REQUIREMENTS FOR MAXIMUM DEFLECTION. CONTRACTOR SHALL INCORPORATE THE APPROPRIATE FITTINGS ON PIPE DEFLECTIONS (IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS) TO COMPLETE THE INSTALLATION OF ALL REUSE MAIN, FORCE MAIN, AND WATER MAIN PIPES CONSISTENT WITH THE LOCATIONS DEPICTED UPON THESE PLANS.

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(IN FEET)
VERTICAL DATUM: NGVD29

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

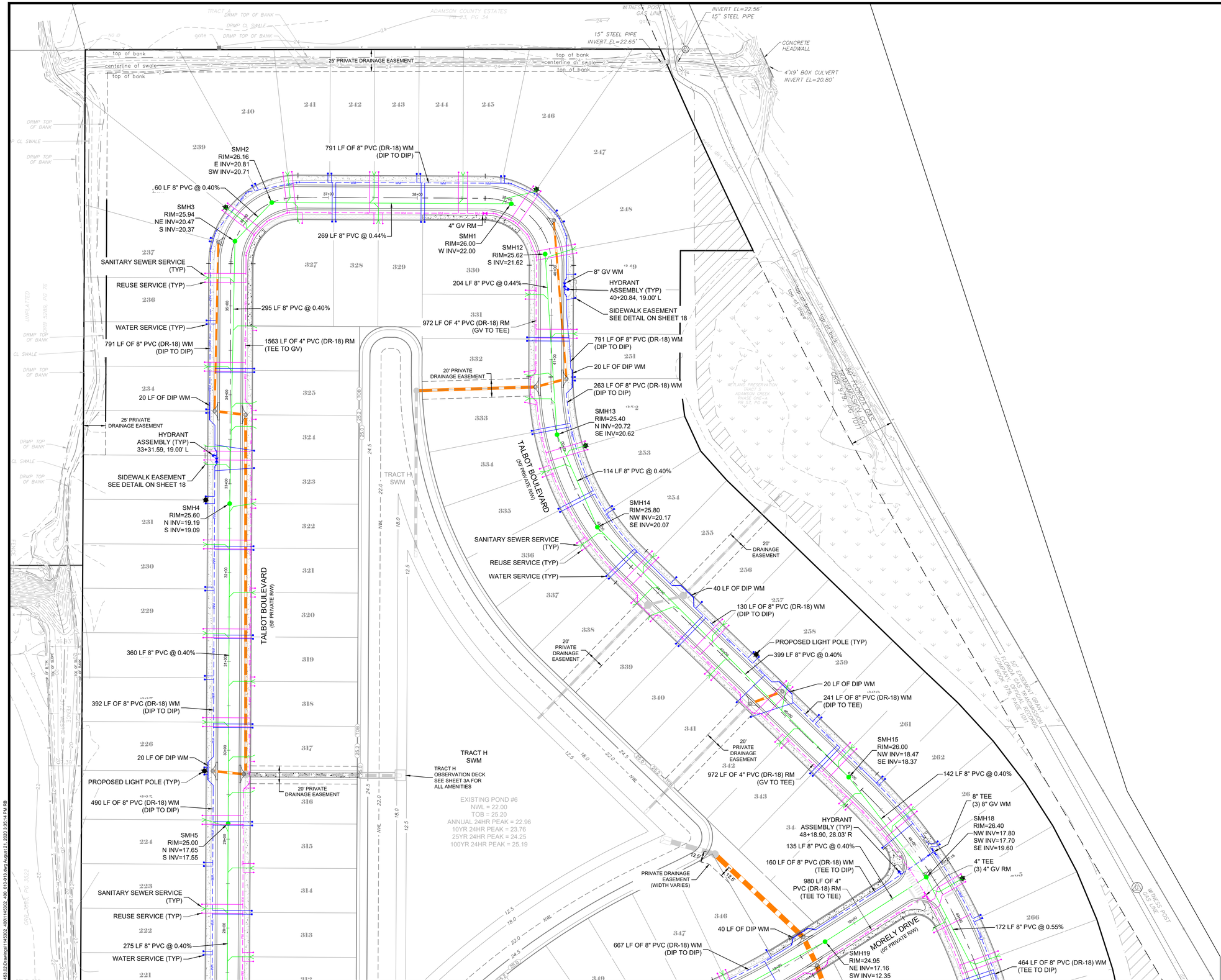
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_012

SHEET
12 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL ELEVATION
- FM FORCE MAIN
- GV GATE VALVE
- NWL NORMAL WATER LEVEL
- RM REUSE MAIN
- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

GENERAL NOTES:

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VERTICAL DATUM: NGVD29

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8 CITY COMMENTS 08/10/2020	08/13/20
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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_013

SHEET
13 of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE ABOVE RIGHT

FOR CONTINUATION SEE BELOW LEFT

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL — ELEVATION
- FM — FORCE MAIN
- GV — GATE VALVE
- NWL — NORMAL WATER LEVEL
- RM — REUSE MAIN
- WM — WATER MAIN
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

50' FLORIDA GAS TRANSMISSION CO.
ORB 979, PG 1011

TRACT I
RECREATION AREA
FITNESS COURSE
SEE SHEET 3A FOR ALL AMENITIES

TRACT I
STORM WATER
MANAGEMENT (SWM)

TRACT V
STORM WATER
MANAGEMENT (SWM)

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

FS4 FS5 FS6 FS7 FS8 FS9 FS10

INV=22.08
41 LF OF 6" PVC
INV=21.99
4'x4' CONCRETE PADS
INV=22.31
INV=22.39
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.38
GV
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.32
INV.=22.05
INV.=21.86
EXISTING RUBBLE WEIR ELEV.=22.85
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.22'
INV=22.28
24" RCP
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.23
INV=21.98
4'x4' CONCRETE PADS
INV=21.88
RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE
BUBBLE UP CS-5C
TOP OF GRATE EL=22.13'
E.INV.=16.88'
SUMP EL =14.63'
INV=22.03
INV=22.08
BUBBLE UP CS-5D
TOP OF GRATE EL=23.13'
W.INV.=16.90'
SUMP EL =14.85'
15" P.V.C.
RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE
4'x4' CONCRETE PADS
INV=22.00
6" PVC
INV=22.01
30" HDPE PIPE
30" HDPE PIPE
MES INV.= 22.47'
MES INV.=22.99
INV=22.03
INV=21.87
WETLAND CONSERVATION BOUNDARY
WETLAND BUFFER AREA
INV=22.42
INV=22.03
INV=22.02
INV=22.06

NWL 22.0 24.5 18.0 12.5

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

NE CORNER OF THE N 1/4 OF SECTION 22 FD 4"X4" CM, ID# LB3608

TRACT G

NORTHWEST LAKES, A CONDOMINIUM PHASES 1 - 7 ORB 3902, PG 3425

TRACT J

TRACT F

TRACT E

NE CORNER OF 1 S 1/2 - SW 1/4 OF FD 4"X4" CM, ID#

QUARTER SECTION LINE

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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

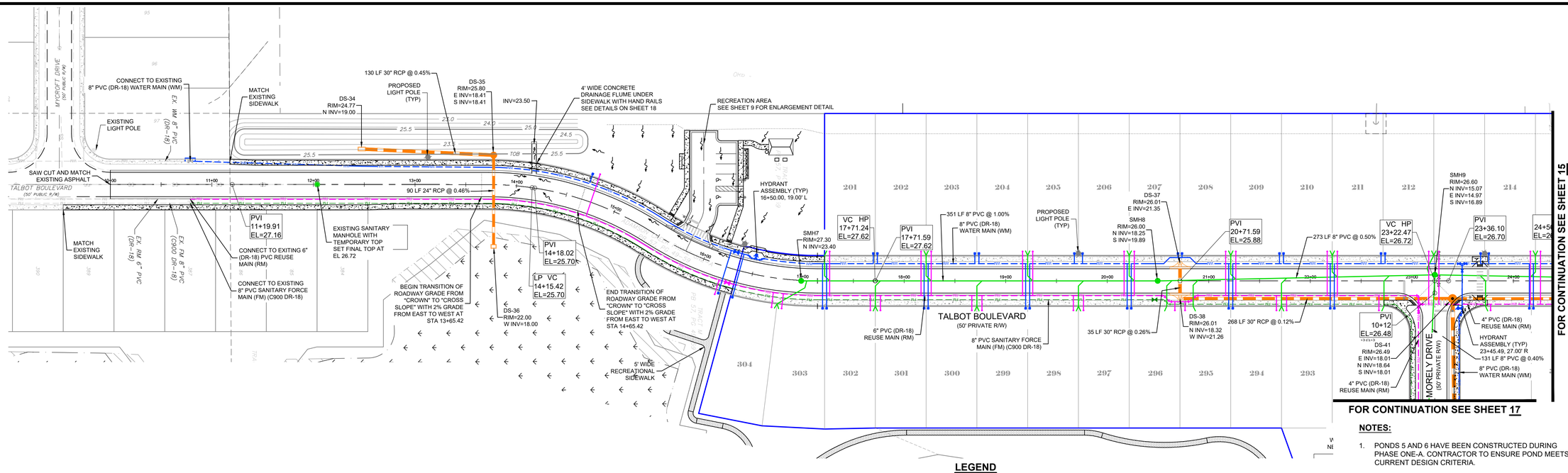
PROJECT NO. 11453.02

DRAWING NO. 1145302_400_013A

SHEET 13A of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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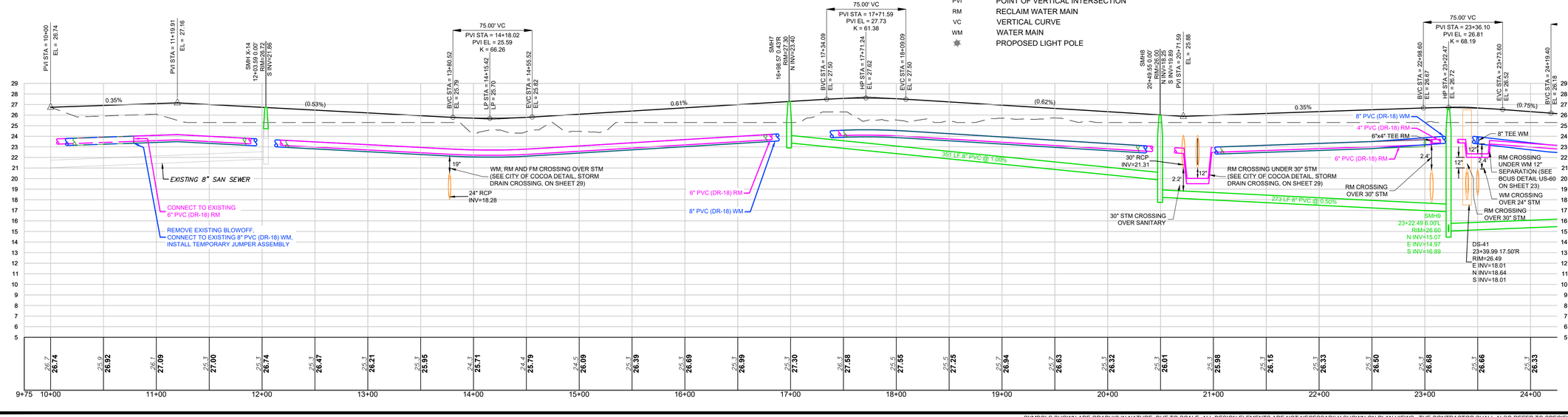
LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

BCUS	BREVARD COUNTY UTILITY SERVICES
BVC	BEGIN VERTICAL CURVE
EL	ELEVATION
EVC	END VERTICAL CURVE
FM	FORCE MAIN
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
PVI	POINT OF VERTICAL INTERSECTION
RM	RECLAIM WATER MAIN
VC	VERTICAL CURVE
WM	WATER MAIN
	PROPOSED LIGHT POLE

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A. CONTRACTOR TO ENSURE POND MEETS CURRENT DESIGN CRITERIA.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. MAINTAIN 36" TYPICAL COVER OVER WATER MAIN, RECLAIM WATER MAIN AND FORCE MAIN. PER CITY DETAIL, ("TYPICAL REQUIRED SEPARATION") 30" MINIMUM COVER FOR PVC PIPE AND MINIMUM 24" COVER FOR DUCTILE IRON PIPE. SEE DETAIL SHEET 29.
9. WHEN WATER AND OR RECLAIM MAIN CROSSES OVER STORM PIPE MAINTAIN A 6" MINIMUM SEPARATION AT CROSSING, 12" OR GREATER IS PREFERRED PER CITY DETAIL, STORM DRAIN CROSSING. SEE DETAIL SHEET 29.
10. WHEN WATER AND OR RECLAIM MAIN CONFLICTS WITH STORM PIPE THE WATER AND OR RECLAIMED MAIN SHALL BE DEFLECTED UNDER STORM PIPE, MAINTAIN A 12" MINIMUM SEPARATION PER CITY DETAIL, STORM DRAIN CROSSING. SEE DETAIL SHEET 29.
11. FOR SANITARY AND STORM SEWER PIPE CROSSINGS REFER TO BREVARD COUNTY UTILITY SERVICES DETAILS US-60 AND US-66 ON SHEET 23.



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PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S. STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E. STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

5' 2.5' 0 5'

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7	CITY COMMENTS	08/19/20
8	CITY COMMENTS 08/10/2020	08/13/20
9	CITY COMMENTS 07/24/2020	07/31/20
	DATE:	07/13/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

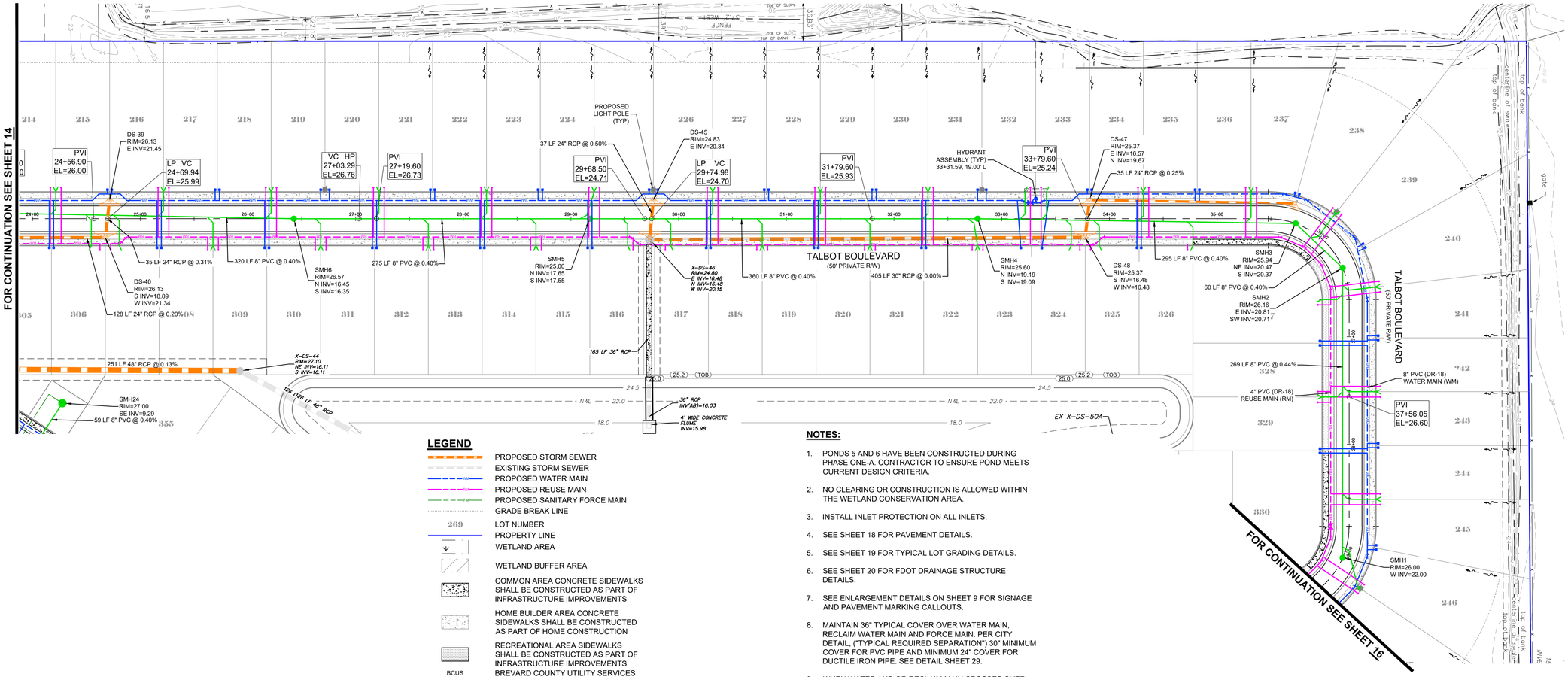
ROADWAY PLAN AND PROFILE TALBOT BLVD CL STA 10+00 TO 24+00

PROJECT NO. 11453.02

DRAWING NO. 1145302_400_014

SHEET 14 of 35

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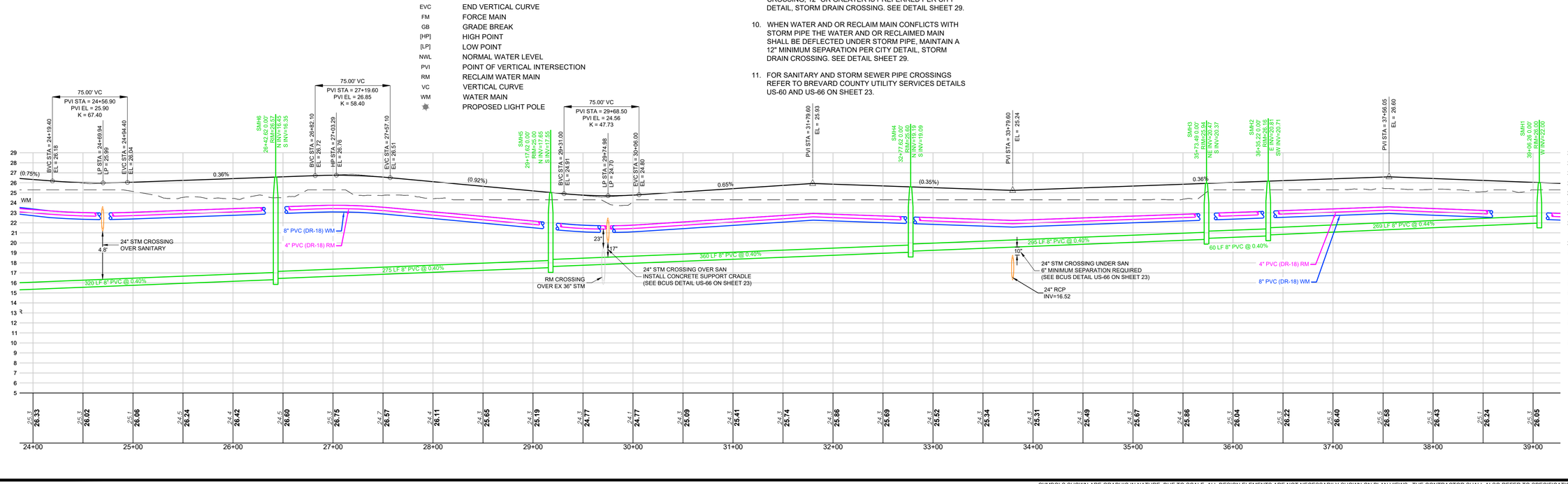
LEGEND

- PROPOSED STORM SEWER
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- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
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BCUS	BREVARD COUNTY UTILITY SERVICES
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NOTES:

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5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
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VERTICAL DATUM: NGVD29

5' 2.5' 0 5'

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DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

ROADWAY PLAN AND PROFILE
TALBOT BLVD
CL STA 24+00 TO 39+00

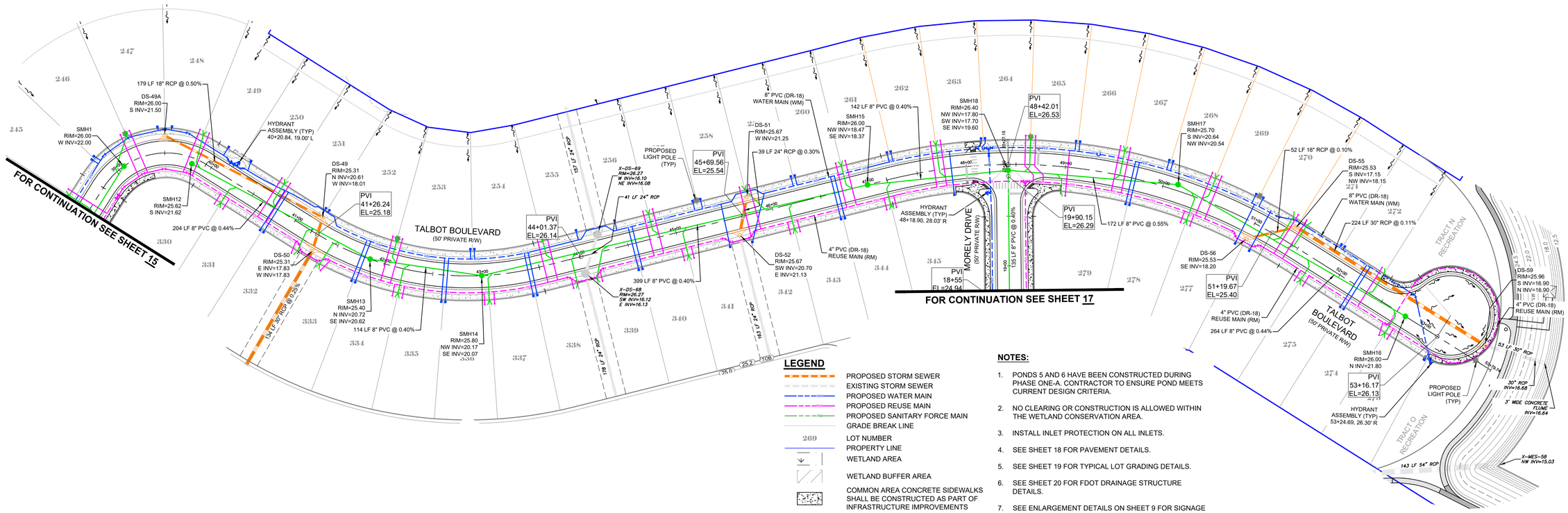
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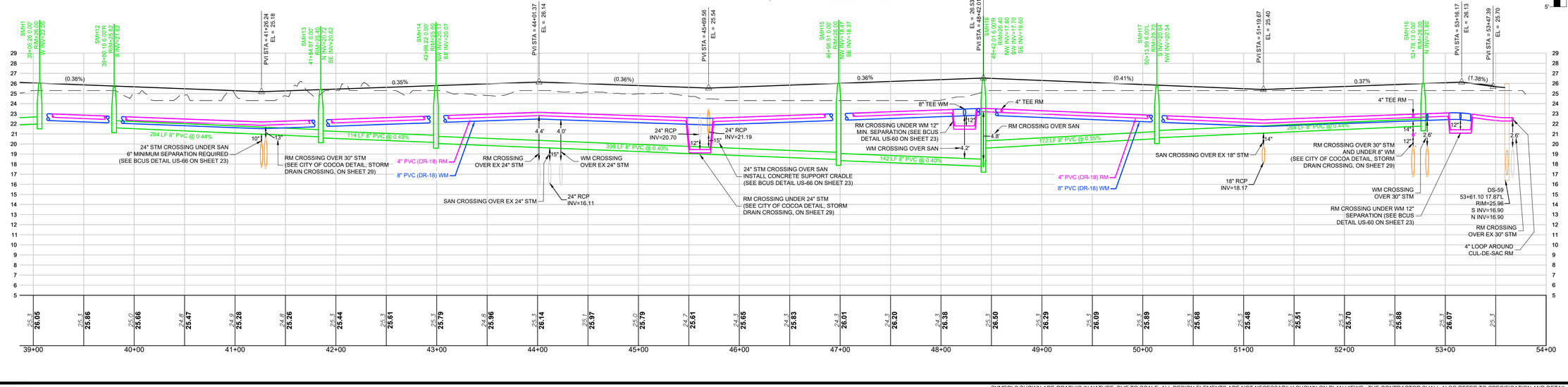
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SHEET 15 of 35

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PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
ROADWAY PLAN AND PROFILE
TALBOT BLVD
CL STA 39+00 TO 54+00

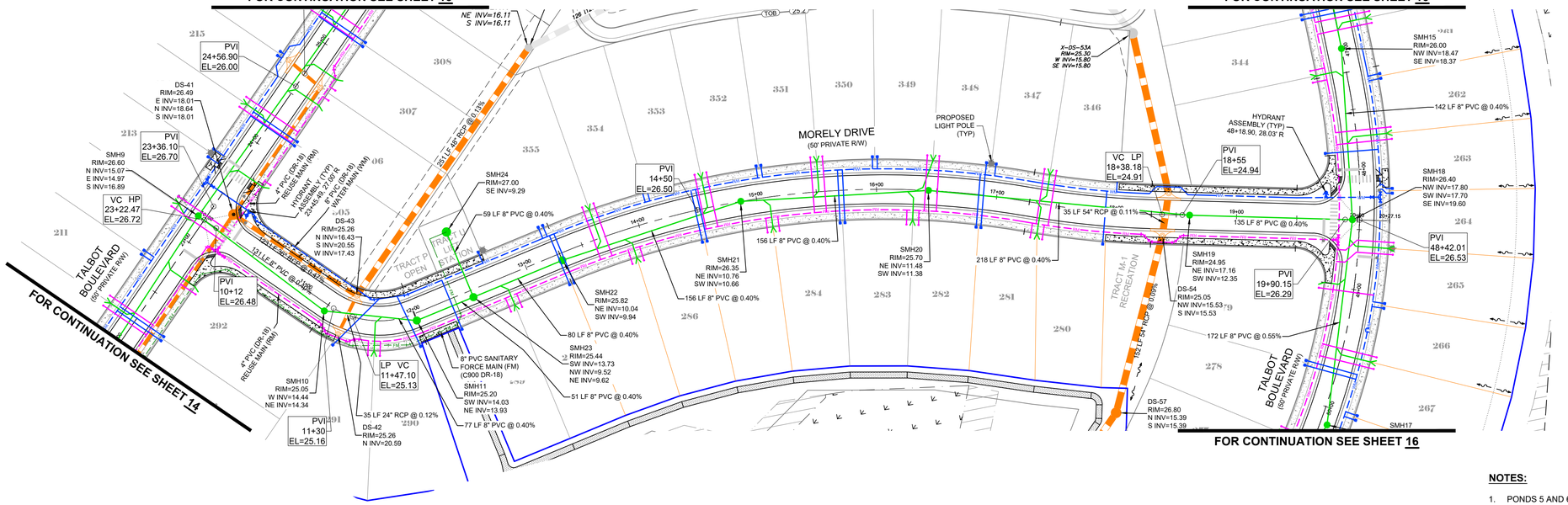
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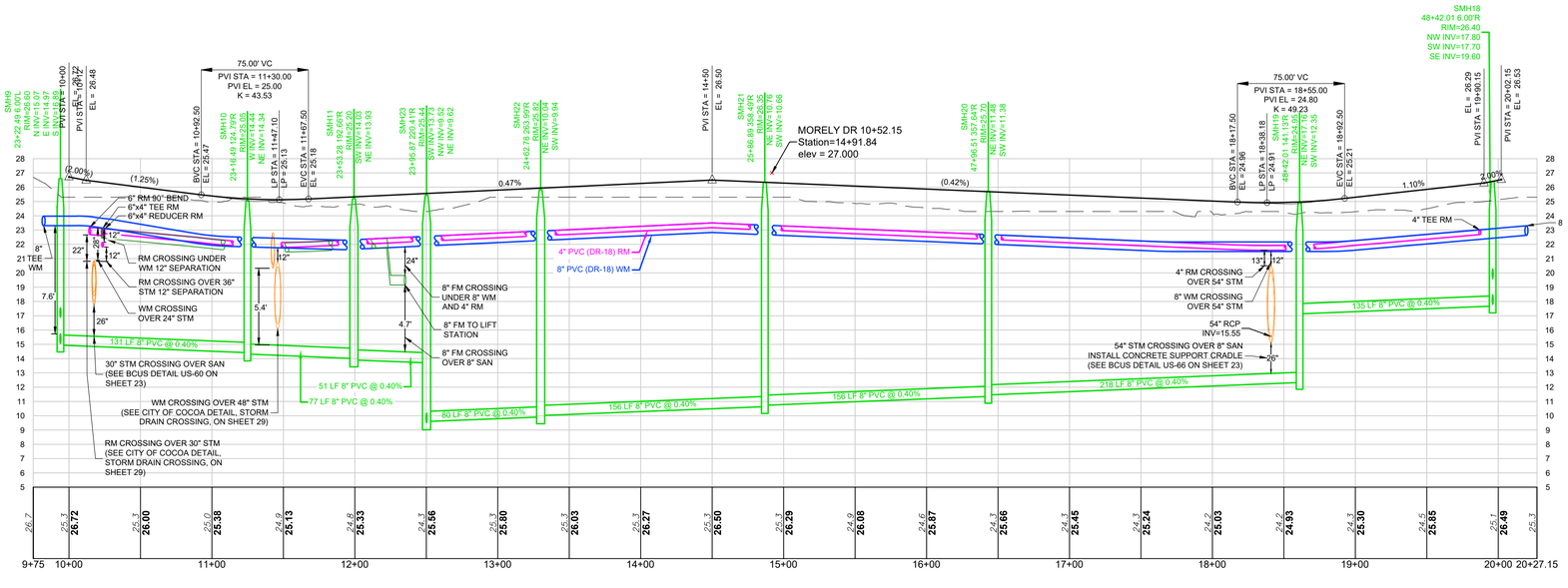
DRAWING NO. 1145302_400_016

SHEET 16 of 35

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5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. MAINTAIN 36" TYPICAL COVER OVER WATER MAIN, RECLAIM WATER MAIN AND FORCE MAIN. PER CITY DETAIL, ("TYPICAL REQUIRED SEPARATION") 30" MINIMUM COVER FOR PVC PIPE AND MINIMUM 24" COVER FOR DUCTILE IRON PIPE. SEE DETAIL SHEET 29.
9. WHEN WATER AND OR RECLAIM MAIN CROSSES OVER STORM PIPE MAINTAIN A 6" MINIMUM SEPARATION AT CROSSING, 12" OR GREATER IS PREFERRED PER CITY DETAIL, STORM DRAIN CROSSING. SEE DETAIL SHEET 29.
10. WHEN WATER AND OR RECLAIM MAIN CONFLICTS WITH STORM PIPE THE WATER AND OR RECLAIMED MAIN SHALL BE DEFLECTED UNDER STORM PIPE, MAINTAIN A 12" MINIMUM SEPARATION PER CITY DETAIL, STORM DRAIN CROSSING. SEE DETAIL SHEET 29.
11. FOR SANITARY AND STORM SEWER PIPE CROSSINGS REFER TO BREVARD COUNTY UTILITY SERVICES DETAILS US-60 AND US-66 ON SHEET 23.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

BCUS	BREVARD COUNTY UTILITY SERVICES
BVC	BEGIN VERTICAL CURVE
EL	ELEVATION
EVC	END VERTICAL CURVE
FM	FORCE MAIN
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
PVI	POINT OF VERTICAL INTERSECTION
RM	RECLAIM WATER MAIN
VC	VERTICAL CURVE
WM	WATER MAIN
✹	PROPOSED LIGHT POLE

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STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

5' 2.5' 0 5'

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7	CITY COMMENTS	08/19/20
8	CITY COMMENTS 08/10/2020	08/13/20
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	DATE:	07/13/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

ROADWAY PLAN AND PROFILE MORELY DRIVE CL STA 10+00 TO 20+02.15

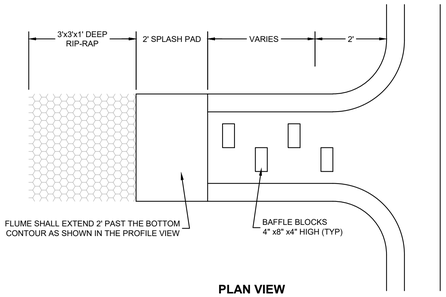
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11453.02

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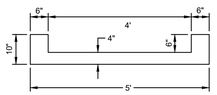
SHEET
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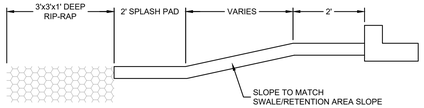
SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



PLAN VIEW



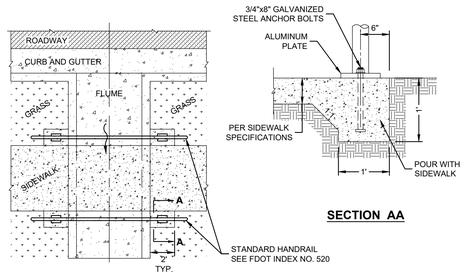
SECTION VIEW



PROFILE VIEW

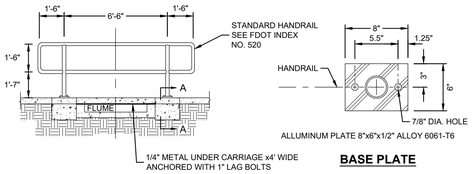
NOTE
SEE SIDEWALK AND FLUME DETAIL, THIS SHEET.

CONCRETE DRAINAGE FLUME
N.T.S.



PLAN

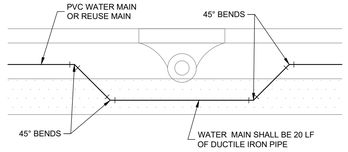
SECTION AA



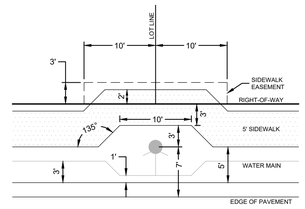
FRONT ELEVATION

BASE PLATE

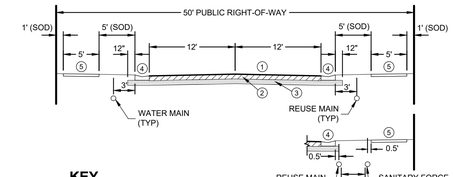
SIDEWALK AND FLUME DETAIL
NTS



WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.



SIDEWALK EASEMENT DETAIL
N.T.S.



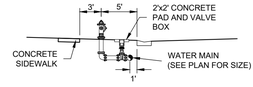
KEY

1. 1-1/2" TYPE SP-12.5 ASPHALTIC CONCRETE
2. 8" BASE WITH FDOT APPROVED PRIME COAT
   OPTIONS:
   - LIMEROCK, L.B.R. 100 MIN.
   - CEMENTED COQUINA SHELL, F.D.O.T. APPROVED, L.B.R. 100 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
3. 8" STABILIZED SUB-GRADE, L.B.R. 50 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180 (EXTEND 12" BEYOND CURB)
4. MIAMI CURB - 2' WIDE
5. CONCRETE SIDEWALK (DESIGN CROSS SLOPE IS 1.5%, MAX 2%); SEE DETAIL FOR SPECIFICATIONS

***ALTERNATE ROAD SECTION:* NO STABILIZED SUB-GRADE, 12" BASE, AND 1-1/2" ASPHALTIC CONCRETE**

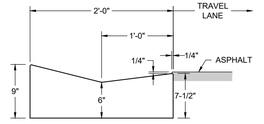
NOTE: INSTALL SOD BEHIND ALL CURB, SIDEWALK, AND DISTURBED AREAS WITHIN THE RIGHT-OF-WAY

RIGHT-OF-WAY AND ROAD SECTION DETAIL
N.T.S.

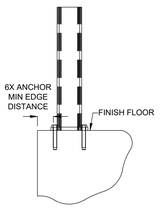


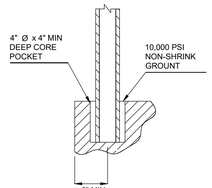
NOTE:
AT FIRE HYDRANT LOCATIONS, WATER MAIN TO BE PLACED 1' BACK OF CURB AS TO ALLOW 5' FROM BACK OF CURB TO HYDRANT

FIRE HYDRANT ASSEMBLY
N.T.S.

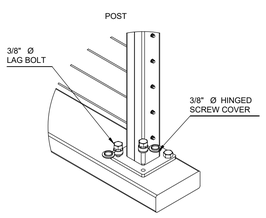


MIAMI CURB
N.T.S.

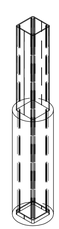




KEY NO.	DESCRIPTION		QTY.
1	BASE PLATE		2
2	TERMINAL POST (6005 TS ALUM.)		2
3	RECTANGULAR TOP RAIL (6082 T6 ALUM.)		1
4	TOP RAIL SNAP COVER (6082 T6 ALUM.)		1
5	RECTANGULAR RAIL END		1
6	RECTANGULAR RAIL END (ADC12 ALUM.)		1
7	FIELD THREADED TERMINAL		13
8	FIELD THREADED TENSIONER		13
9	STAINLESS CABLE 3/16" DIA.		13
10	STAINLESS WASHER	STD	26
11	STAINLESS HEX NUT	STD	26
12	STAINLESS ACORN NUT	STD	26
13	6-32 SS TYPE	STD	4
14	1/4-20x2 1/2 PHIL FH T/F 410 SS	STD	8
15	LAG BOLT	STD	8

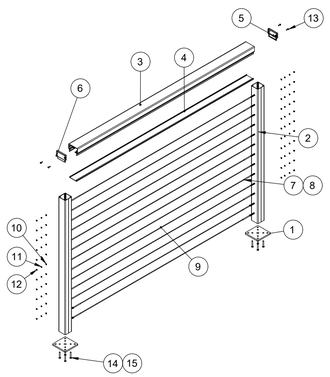


DECK MOUNT



CORE MOUNT

TYPICAL MOUNTING OPTIONS



ISOMETRIC VIEW

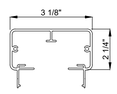


TERMINAL POST
DWG NO. 03-001-01



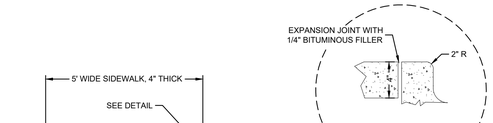
INTERMEDIATE POST
DWG NO. 03-001-02

POST DETAIL

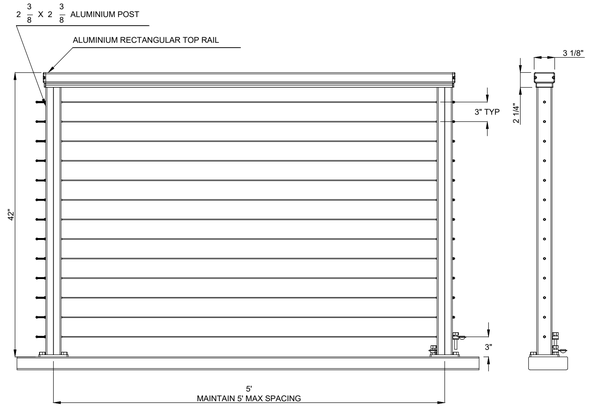


RECTANGULAR
DWG NO. 03-004-01

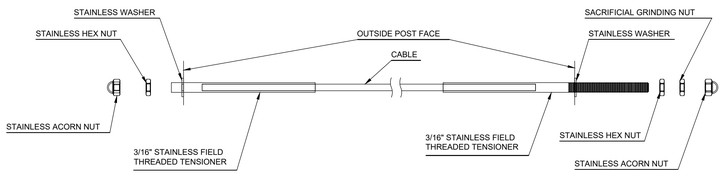
TOP RAIL DETAIL



SIDEWALK ADJACENT TO PARKING
N.T.S.



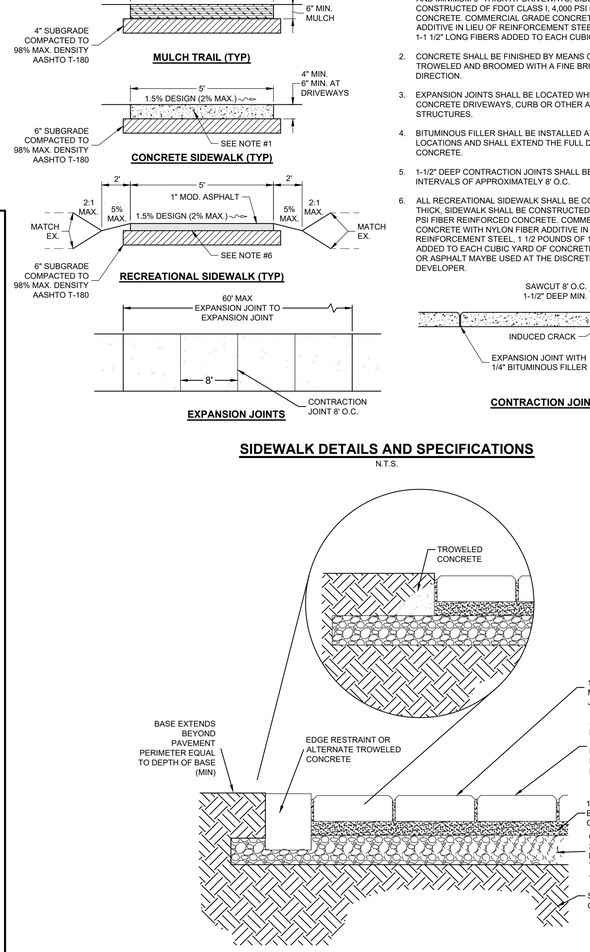
SECTION VIEW



1. CUT EXCESS THREAD.
2. REMOVE SACRIFICIAL NUT.
3. SCREW ON ACORN NUT.

CABLE ATTACHMENT DETAIL

42" CABLE RAILING DETAIL
NTS



MULCH TRAIL (TYP)

CONCRETE SIDEWALK (TYP)

RECREATIONAL SIDEWALK (TYP)

EXPANSION JOINTS

CONTRACTION JOINT

NOTES:
1. ALL SIDEWALK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE MINIMUM 4" AND MINIMUM 6" THICK AT DRIVEWAYS. SIDEWALK SHALL BE CONSTRUCTED OF FDOT CLASS I, 4,000 PSI FIBER REINFORCED CONCRETE. COMMERCIAL GRADE CONCRETE WITH NYLON FIBER ADDITIVE IN LIEU OF REINFORCEMENT STEEL, 1 1/2 POUNDS OF 1-1 1/2" LONG FIBERS ADDED TO EACH CUBIC YARD OF CONCRETE.
2. CONCRETE SHALL BE FINISHED BY MEANS OF A FLOAT, STEEL TROWELED AND BROOMED WITH A FINE BRUSH IN A TRANSVERSE DIRECTION.
3. EXPANSION JOINTS SHALL BE LOCATED WHERE SIDEWALK ABUTS CONCRETE DRIVEWAYS, CURB OR OTHER ADJACENT STRUCTURES.
4. BITUMINOUS FILLER SHALL BE INSTALLED AT EXPANSION JOINT LOCATIONS AND SHALL EXTEND THE FULL DEPTH OF THE CONCRETE.
5. 1-1/2" DEEP CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF APPROXIMATELY 8' O.C.
6. ALL RECREATIONAL SIDEWALK SHALL BE CONCRETE, MINIMUM 4" THICK, SIDEWALK SHALL BE CONSTRUCTED OF FDOT CLASS I, 4,000 PSI FIBER REINFORCED CONCRETE. COMMERCIAL GRADE CONCRETE WITH NYLON FIBER ADDITIVE IN LIEU OF REINFORCEMENT STEEL, 1 1/2 POUNDS OF 1-1 1/2" LONG FIBERS ADDED TO EACH CUBIC YARD OF CONCRETE. BRICK PAVERS AND OR ASPHALT MAYBE USED AT THE DISCRETION OF THE DEVELOPER.

SIDEWALK DETAILS AND SPECIFICATIONS
N.T.S.

BRICK PAVER INSTALLATION
N.T.S.

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6000 0 3000 6000
(IN FEET)
VERTICAL DATUM: NGVD29

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1	CITY COMMENTS 08/19/20
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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
GENERAL DETAILS

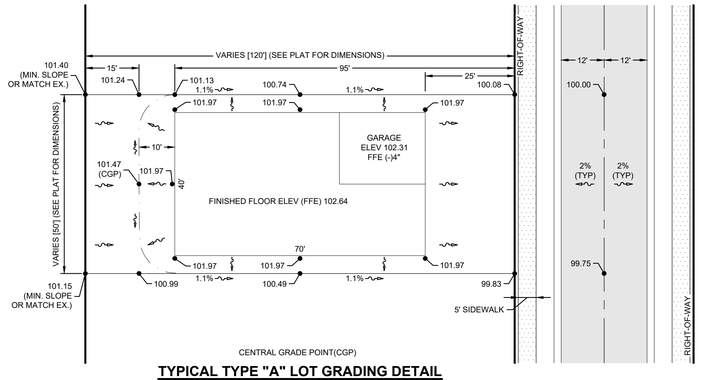
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_018

SHEET
18 of 35

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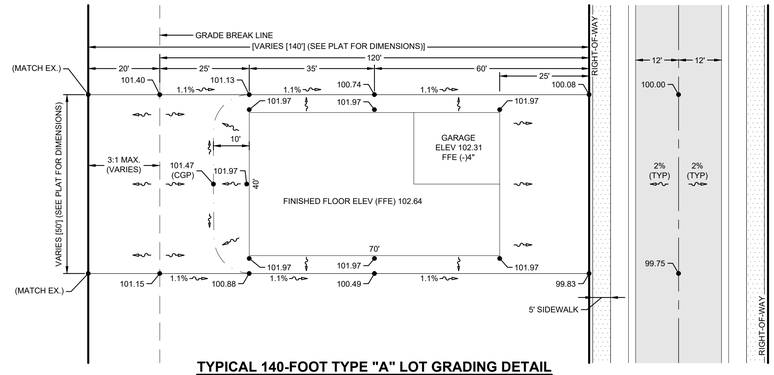
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CENTRAL GRADE POINT(CGP)

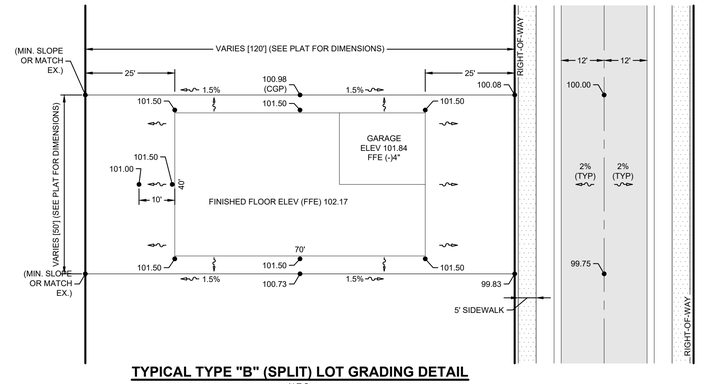
TYPICAL TYPE "A" LOT GRADING DETAIL

N.T.S.



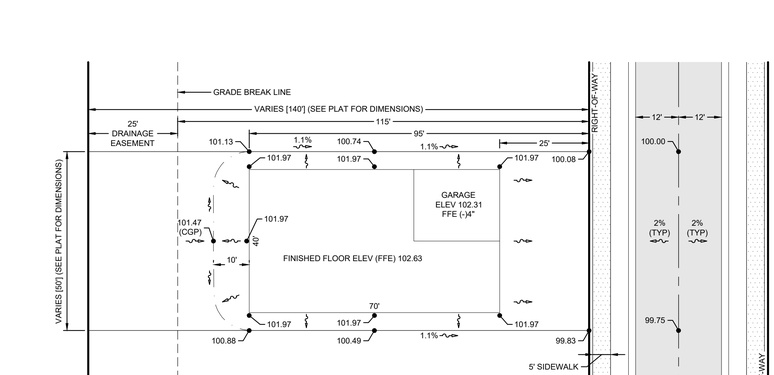
TYPICAL 140-FOOT TYPE "A" LOT GRADING DETAIL (LOTS 201-232)

N.T.S.



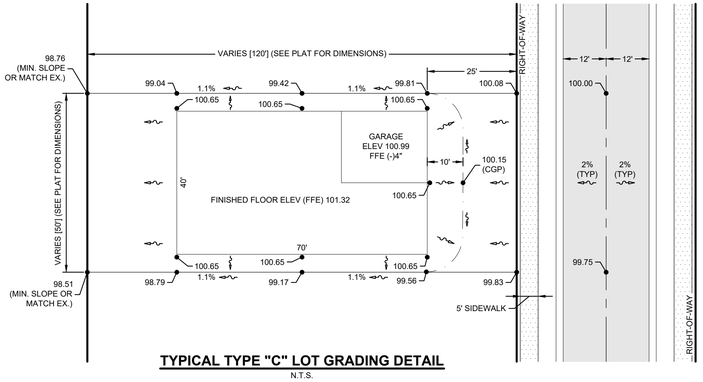
TYPICAL TYPE "B" (SPLIT) LOT GRADING DETAIL

N.T.S.



TYPICAL TYPE "A" (MODIFIED) LOT GRADING DETAIL (LOTS 233-247)

N.T.S.



TYPICAL TYPE "C" LOT GRADING DETAIL

N.T.S.

LOT GRADING DESIGN PARAMETERS:

- BUILDABLE AREA = 40' x 70'
- SIDE YARD SWALE:
  - TYPE "A" LOT: 1.1% MIN.
  - TYPE "B" LOT: 1.5% MIN.
  - TYPE "C" LOT: 1.1% MIN.
- BUILDING DIRT PAD: 6" BELOW F.F.E.
- GRADE ADJACENT TO HOME: 8" BELOW F.F.E. (6" + 2" TO ALLOW FOR SOD PLACEMENT)
- MINIMUM SLOPE AWAY FROM HOME AT REAR: 5% TO CENTRAL GRADE POINT(CGP) 10' FROM BUILDING

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ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL DETAILS

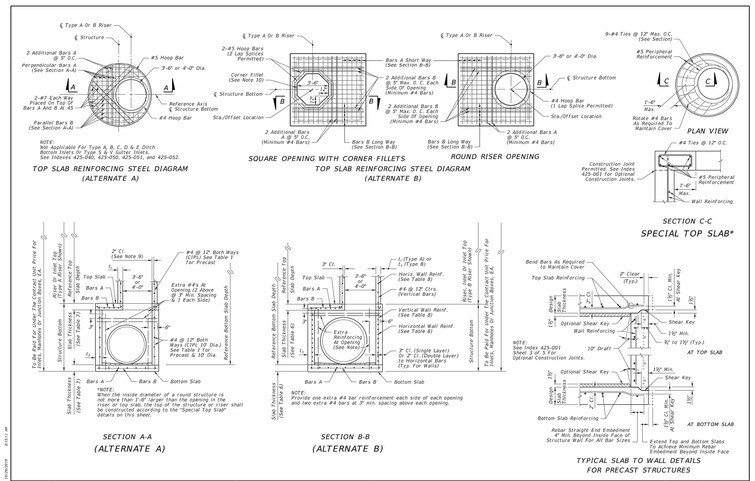
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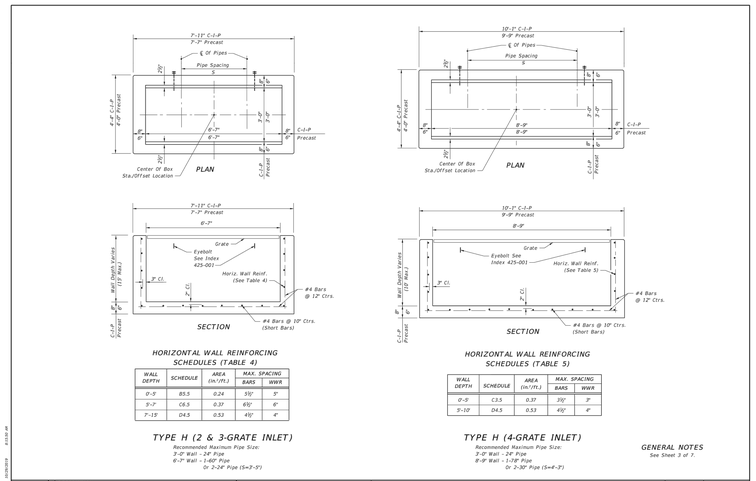
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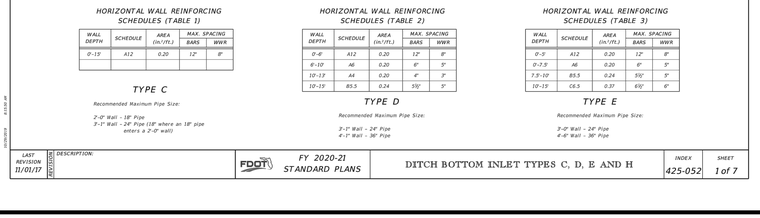
LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 1 of 5



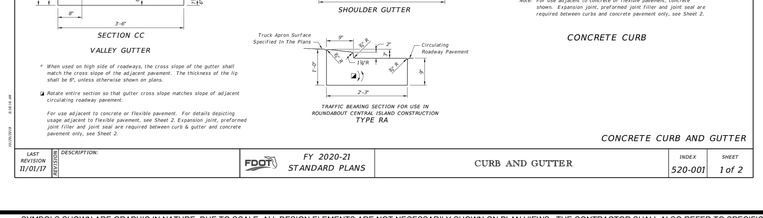
WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	B5.5	0.24	5½"	5"
5'-7'	C6.5	0.37	6½"	6"
7'-13'	D4.5	0.53	4½"	4"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	C3.5	0.37	3½"	3"
5'-10'	D4.5	0.53	4½"	4"

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 2 of 7



LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX 425-020	SHEET 1 of 1



LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 3 of 7

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-13'	A12	0.20	12"	8"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-8'	A12	0.20	12"	8"
6'-10'	A6	0.20	6"	5"
10'-13'	A4	0.20	4"	3"
10'-19'	B5.5	0.24	5½"	5"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	A12	0.20	12"	8"
0'-7.5'	A6	0.20	6"	5"
7.5'-10'	B5.5	0.24	5½"	5"
10'-13'	C6.5	0.37	6½"	6"

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 1 of 7

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 2

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SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
FDOT DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_020

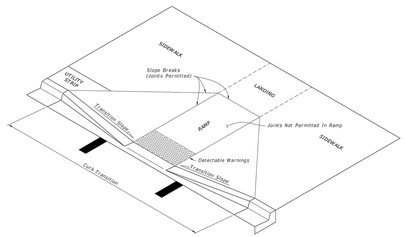
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

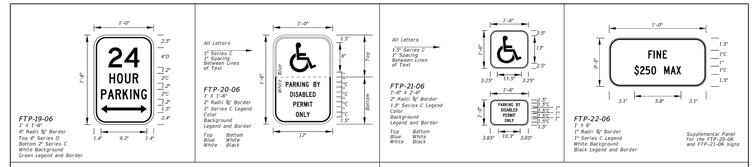
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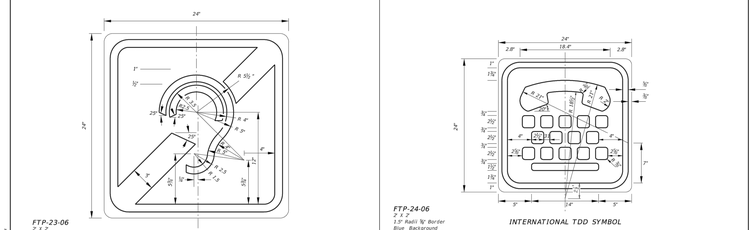
1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detectable Warnings – Acceptance Criteria:
   - A. Color and texture shall be complete and uniform.
   - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   - C. There shall be no more than 4 non-compliant domes in any one square foot.
   - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   - E. Surfaces shall not deviate more than 0.10" from a true plane.



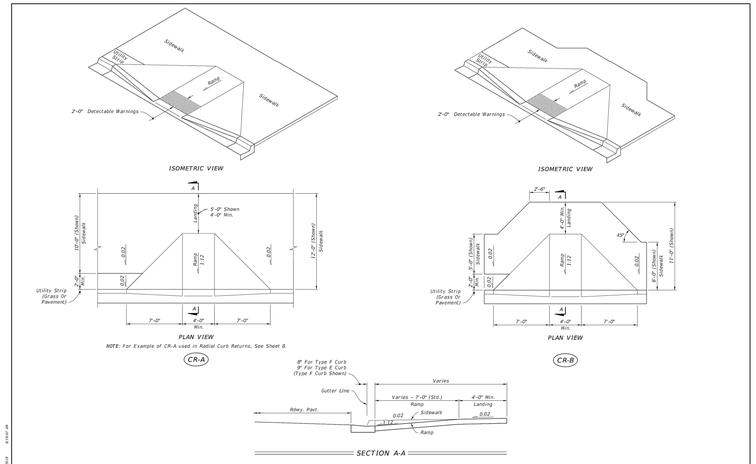
CURB RAMP NOMENCLATURE

LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/19					522-002	1 of 8

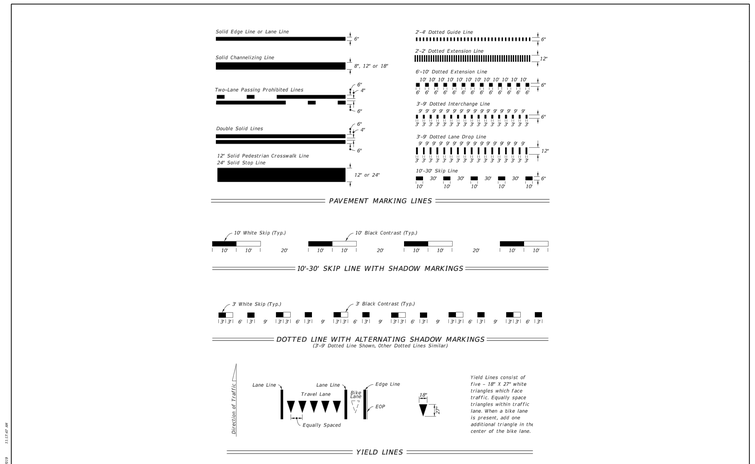




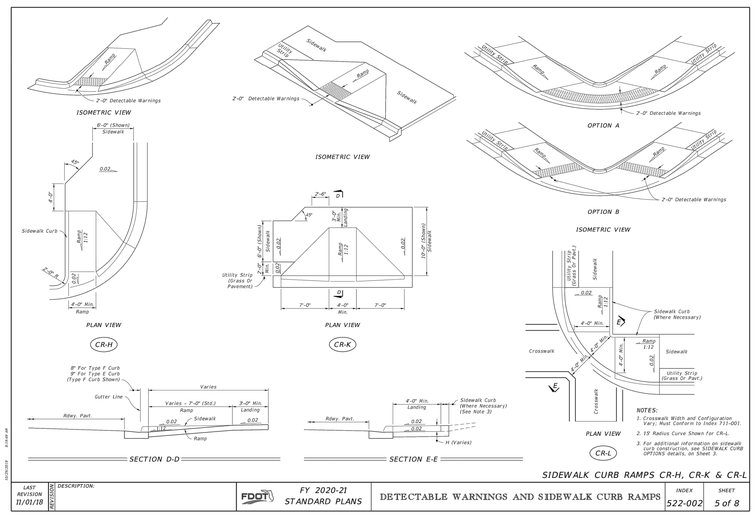
LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	SPECIAL SIGN DETAILS	INDEX	SHEET
11/01/19					700-102	4 of 11



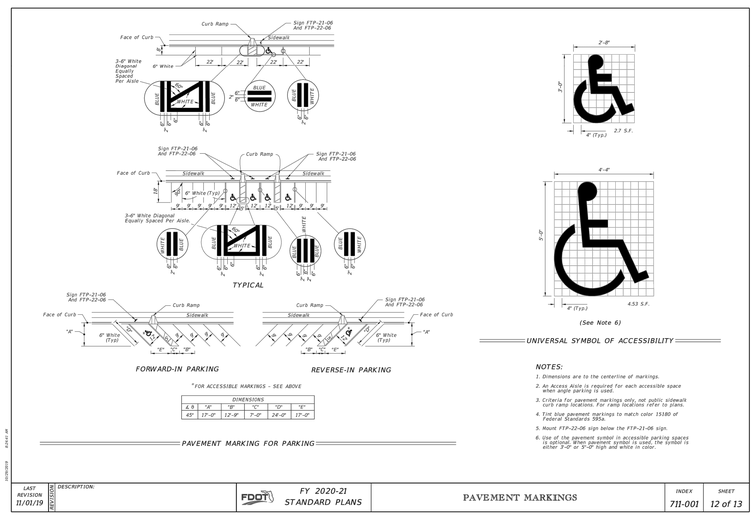
LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
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LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
11/01/19					711-001	12 of 13

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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

FDOT DETAILS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_021

SHEET

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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	DATE:	REVISION:	BY:
DESIGNED/DRAWN BY: JB	1.	FOR DISTRIBUTION 10-10-12	
CHECKED BY: RBS	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 1 OF 1

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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6	
7	CITY COMMENTS 08/19/20
8	CITY COMMENTS 08/10/2020 08/13/20
9	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
BREVARD COUNTY PUBLIC WORKS ENGINIEERING STANDARD DEVELOPMENT NOTES

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_022

SHEET
22 of 35

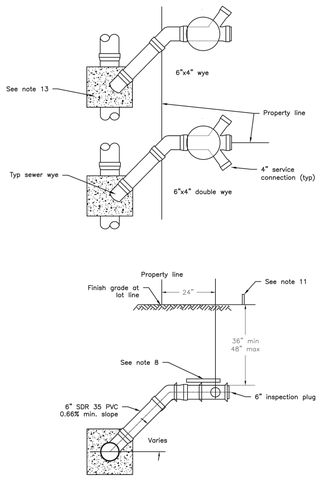
H:\Projects Folder\11453.02\Drawings\1145302_400_018-029.dwg August 21, 2020 3:46:27 PM RB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Notes:

1. Service laterals must be located in front of the property to be served.
2. Service laterals shall extend two feet inside the property and shall be constructed regardless of benefit to or ownership of adjacent lots or parcels.
3. Service laterals are to be located in side property easements.
4. Service laterals shall be located to avoid conflict with other utilities.
5. Number and location of service laterals for large parcels shall be determined on a case-by-case basis.
6. Service laterals shall be located at the opposite property line when in conflict with storm drainage systems.
7. Service lateral locations shall be marked along the outside edge of curb with a sawcut "S" or by a metal tab set into the pavement for roadways without curb.
8. Electronic marker disks are required.
9. Pipe and fittings for service laterals shall be of the same material as the main and shall meet the requirements of ASTM D1784.
10. Each service shall be staked prior to installation by an engineer or surveyor registered in the State of Florida or an employee under his direct supervision.
11. Location and finished grade of ground shall be staked where the lateral crosses the right of way line prior to installation.
12. Service laterals shall be provided for sewer service to adjacent lots and parcels when a gravity sewer main is constructed.
13. Concrete encasement required for all piping except PVC. PVC connections will be made with a standard PVC sewer wye and a gasketed slip-on fitting.
14. All services shall be a minimum of six inches in diameter.

	Notes Sewer Service Conn.	US-10
Brevard County Utility Services		January 2018



Scale 1/2 " = 1 foot	Sewer Service Conn.	US-11
Brevard County Utility Services		January 2018

Notes:

1. Precast concrete- Type II cement per ASTM C-150
2. 4000 psi minimum concrete compressive strength at 28 day cure time.
3. Ring and cover to be set flush with finished pavement.
4. Six inch compacted FDOT #57 stone shall extend six inches beyond edge of monolithic base.
5. Exterior coating: Three coats (red, grey, then black) of factory applied CS-55 water based acrylic coating (12 mils total thickness) or EW-1 water based epoxy coating (12 mils total thickness). Field touch up required after installation of structure.
6. Interior coating: Three coats (red, black, then grey) of factory applied CS-55 water based acrylic coating (12 mils total thickness) or EW-1 water based epoxy coating (12 mils total thickness). One coat of grey will be applied to the complete interior of the structure prior to final acceptance.
7. US Foundary 225 Type "AS Legacy". See Manhole Cover detail for lettering requirements.
8. Resilient boot connectors shall be used where PVC pipe penetrates manhole walls. Boots shall be cemented inside with waterproof non-shrinking grout. Boots shall be watertight and manufactured of materials resistant to decay caused by the sanitary sewer environment or ambient soil conditions. All hardware inside manhole to be 316 stainless steel.
9. All openings shall be sealed with non-shrinking grout.
10. Reinforcement shall meet ASTM C-478.
11. Manhole steps are not permitted.
12. Minimum pipe penetration hole diameter equals pipe O.D. plus four inches.
13. Manholes deeper than twelve feet from finished grade shall have a minimum inside diameter of five feet.
14. Tongue and groove joint may be oriented up or down.
15. The cone, riser, iron frame shall be encapsulated with an exterior heat shrink wrap with a minimum thickness of 100 mils and minimum width of 12 inches regardless of location above or below the water table. Joints shall require a minimum wrap width of 9 inches. Exterior heat shrink wrap must be centered on the joint. Exterior heat shrink wrap to be Wrapid Seal or approved equal. Adhesive wraps are not permitted. Applicators must be factory trained in the application of the wrap.
16. Joints shall be assembled using non-sag grade of polysulfide rubber filler meeting Federal Specification SSS-210A Type 1 and AASHTO Specification M198 Type B. Each joint shall be trimmed after assembly.
17. Each section shall have a minimum of three lifting loops (not rebar). Loops shall be cut off and grouted over prior to completion of the structure installation. Lifting holes must have a minimum of 2-1/2 inches of cover on the interior wall. Lifting holes must be acid washed and sealed with non-shrink grout.
18. Precast structures off-loaded by the use of pallet forks will be rejected.
19. Structures dropped during handling will be rejected.

Largest pipe in structure	Minimum I.D. of structure	Min. wall thickness of structure	Min. Base thickness
Up to 15"	4'-0"	8"	6"
18" and larger	Outside pipe diameter + 3'-0"	Per ASTM C-478 (8" minimum)	

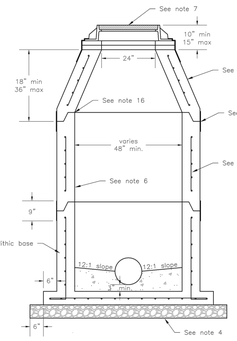
Brevard County Utility Services	Manholes- General Notes	US-20 1 of 2 January 2018

Notes:

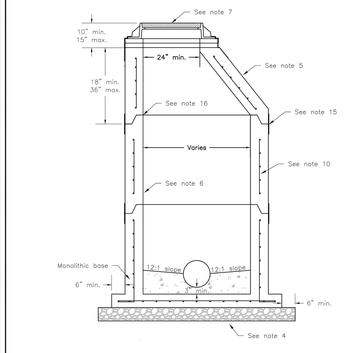
20. Pipes protruding into the manhole shall extend approximately 1/2 inch inside the inner wall measured at the horizontal midsection points of the pipe. Pipe thirty inches and larger inside diameter shall be contoured such that the maximum protrusion into the manhole at any point around the pipe shall not exceed five inches.
21. Use of HDPE adjustment rings with butyl rubber sealant that meet H-20 loading requirements are approved.
22. Service connections shall not terminate directly into a manhole.

Largest pipe in structure	Minimum I.D. of structure	Min. wall thickness of structure	Min. Base thickness
Up to 15"	4'-0"	8"	6"
18" and larger	Outside pipe diameter + 3'-0"	Per ASTM C-478 (8" minimum)	

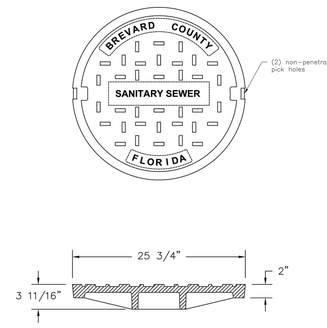
Brevard County Utility Services	Manholes- General Notes	US-20 2 of 2 January 2018



Scale 1/2 " = 1 foot	Manhole Concentric	US-21
Brevard County Utility Services		January 2018



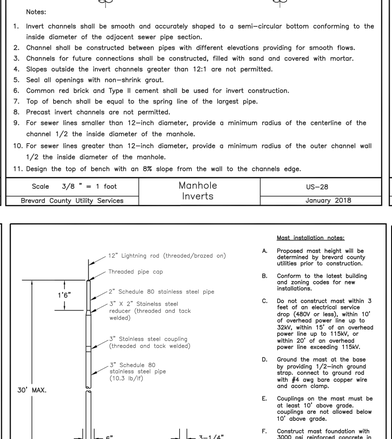
Scale 1/2 " = 1 foot	Manhole Eccentric	US-22
Brevard County Utility Services		January 2018



Notes:

1. Manhole cover manufactured by US Foundry
2. "AS 225 Legacy" model manhole cover to be used on all publicly owned sanitory sewer manholes located within the Brevard County Utility Service's service area.
3. Privately owned and maintained sanitary sewer systems shall use US Foundry AS 225 cover.

No Scale	Manhole Cover AS Legacy	US-27
Brevard County Utility Services		January 2018



Notes:

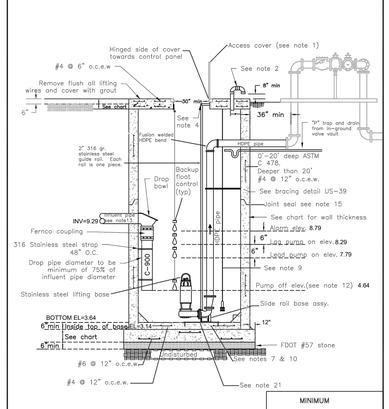
1. Invert channels shall be smooth and accurately shaped to a semi-circular bottom conforming to the inside diameter of the adjacent sewer pipe section.
2. Channel shall be constructed between pipes with different elevations providing for smooth flows.
3. Channels for future connections shall be constructed, filled with sand and covered with mortar.
4. Slopes outside the invert channels greater than 12:1 are not permitted.
5. Seal all openings with non-shrink grout.
6. Common red brick and Type II cement shall be used for invert construction.
7. Top of bench shall be equal to the spring line of the largest pipe.
8. Precast invert channels are not permitted.
9. For sewer lines smaller than 12-inch diameter, provide a minimum radius of the centerline of the channel 1/2 the inside diameter of the manhole.
10. For sewer lines greater than 12-inch diameter, provide a minimum radius of the outer channel wall 1/2 the inside diameter of the manhole.
11. Design the top of bench with an 8% slope from the wall to the channels edge.

Scale 3/8 " = 1 foot	Manhole Inverts	US-28
Brevard County Utility Services		January 2018

Notes:

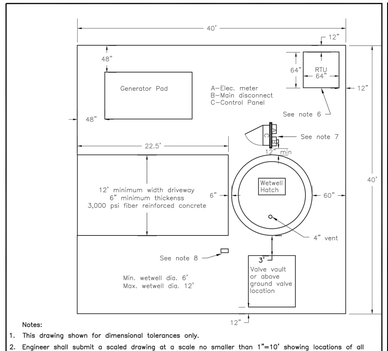
1. Access cover to be cast in top slab, shall be minimum 30" x 48" aluminum cover with provisions for external locking with a padlock and shall include an integral two leaf fall through protection system.
2. Vent pipe shall be 4" diameter sch 40 PVC with stainless steel screen. Vent shall have 8" clearance from top of the lift station slab.
3. Heavy bonded concrete grout seal around outside of base. Base and first riser unit shall be cast monolithically for 6" I.D. wet wells. Larger diameter wet wells shall have a provision to ensure a water tight joint between the base and first riser, such as a water stop or tongue and groove joint.
4. Stainless steel upper guide bracket shall be attached to access cover cast into the slab.
5. Stainless steel guide rails shall be of one-piece construction, regardless of wet well depth.
6. All penetrations through wet well walls shall be sealed with a non-shrinking grout except where flexible manhole connectors are used. No penetrations are permitted for lifting purposes.
7. Anchor bolts shall be stainless steel. Anchor type and method of installation shall be as recommended by the pump manufacturer.
8. Liner shall be installed for interior walls, underside of the top slab and any exposed concrete surfaces within the wet well.
9. A submersible pressure transducer shall be installed per the manufacturer's cable mounting installation instructions. A single stainless steel hook shall be provided for transducer installation.
10. A six-inch minimum layer of concrete shall be installed after center line of access is determined. Contractors shall set anchor bolt locations as required by the pump manufacturer off center line of access cover. Sump shall be shaped per pump manufacturer's requirements.
11. Minimum inside diameter of wet well shall be six feet.
12. Storage volume between "lead pump on" and "pumps off" elevation shall equal or exceed the volume one pump can discharge in three minutes with no flow entering the wet well. Low water level shall be set as recommended by the pump manufacturer to provide adequate cooling of the motor and to prevent vortexing and cavitation from occurring.
13. C-900 pipe shall be installed from the wet well to the first upstream manhole(s).
14. Three coats (black over grey over red) of factory applied CS-55 water based acrylic coating or EW-1 water based epoxy coating (12 mil total thickness) shall be applied to the exterior only. Field touch up will be required after installation.
15. Joint seal shall be applied.
16. Wrapid Seal shall be applied to exterior joints. Minimum of 12" wide wrap required for all lift station joints. Applicators must be factory trained in application of the wrap.
17. Floats and transducer shall be installed in an area where flow turbulence is minimal.
18. All discharge piping in the wet well shall be HDPE DR 11.
19. A lined terminal manhole is required within twenty feet of the wet well.
20. All exposed concrete penetrations to be lined or coated with approved materials.
21. Pumps to be installed with base plate provided by the pump manufacturer.
22. Vertical plumb shall be considered out of tolerance if greater than 1" horizontal for each 5' vertical height of precast or caisson wetwell structure.

Brevard County Utility Services	Lift Station Notes	US-30 January 2018



STATION	MINIMUM CONCRETE THICKNESS		
DIAMETER	WALL	BASE	TOP SLAB
6'	8"	12"	10"
8'	9"	12"	10"
10'	11"	15"	12"
12'	12"	15"	12"

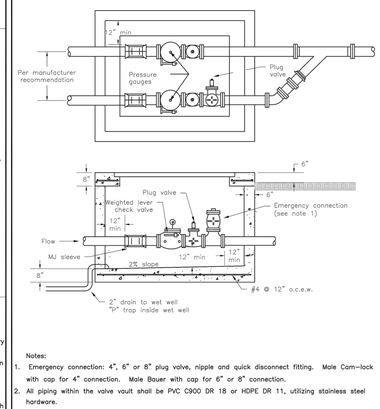
No Scale	Lift Station Profile View	US-31
Brevard County Utility Services		January 2018



Notes:

1. This drawing shown for dimensional tolerances only.
2. Engineer shall submit a scaled drawing at a scale no smaller than 1"=10' showing locations of all appurtenances specific to the lift station site. Orientation of access drive and appurtenances may vary from that shown on this drawing.
3. All lift station equipment must be constructed within the boundaries of the lift station site. Installation of apparatus within an easement adjacent to or adjoining the lift station site is not acceptable.
4. Lift station site shall be graded to direct stormwater runoff away from the structures and electrical equipment.
5. The lift station site shall be sodded with bahia sod. Seed and mulch is not acceptable. A three inch layer of FDOT #57 stone and weed barrier may be used upon approval of Utilities Service staff.
6. Limits shown for Rohn tower style foundation. If standard telemetry pole and foundation is used, locate foundation within the limits shown for the Rohn tower foundation.
7. Change in location or orientation of control panel must be approved by BCUSD staff prior to panel installation.
8. Reclaimed water service if reclaimed water is available to site. See detail US-53

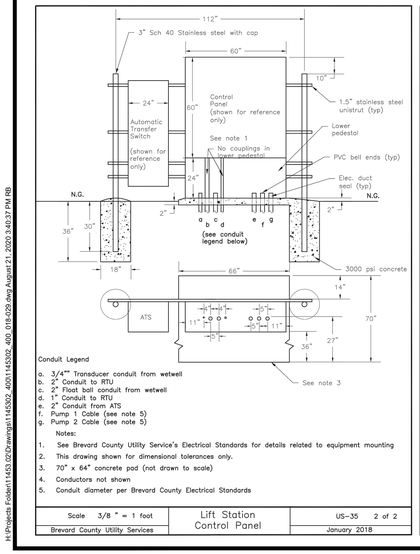
Scale 1/8 " = 1 foot	Lift Station Plan View	US-32 2 of 2
Brevard County Utility Services		January 2018



Notes:

1. Emergency connection: 4", 6" or 8" plug valve, nipple and quick disconnect fitting. Male Cam-lock with cap for 4" connection. Male Bauer with cap for 6" or 8" connection.
2. All piping within the valve vault shall be PVC C900 DR 18 or HDPE DR 11, utilizing stainless steel hardware.
3. A 4½" pressure gauge shall be installed on each check valve. The gauges shall be mounted on ¼" NPT brass nipple with petcock. Gauges shall be calibrated in psi and feet of head increments. Range of gauge shall be approved by the Utility. Stainless steel diaphragm protectors shall be provided.
4. Access cover to be cast in top slab, shall be large enough to permit unobstructed connection to the emergency by-pass connection, shall be aluminum and shall be locked in the closed position with a padlock.
5. This drawing shown for dimensional tolerances only.

Scale 3/8 " = 1 foot	Lift Station Valve Vault	US-34
Brevard County Utility Services		January 2018



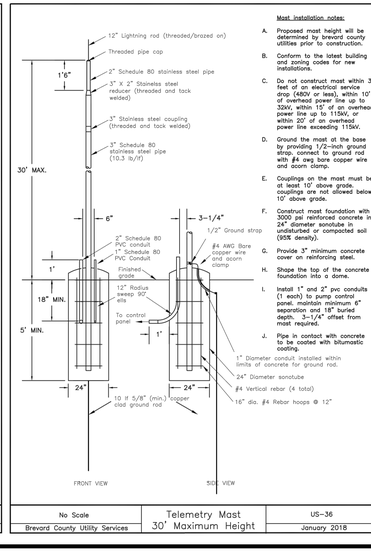
Conduit Legend

a. 3/4"" Transducer conduit from wetwell
b. 2" Conduit to RTU
c. 2" Float ball conduit from wetwell
d. 1" Conduit to RTU
e. 2" Conduit from ATS
f. Pump 1 Cable (see note 5)
g. Pump 2 Cable (see note 5)

Notes:

1. See Brevard County Utility Service's Electrical Standards for details related to equipment mounting
2. This drawing shown for dimensional tolerances only.
3. 70" x 64" concrete pad (not drawn to scale)
4. Conductors not shown
5. Conduit diameter per Brevard County Electrical Standards

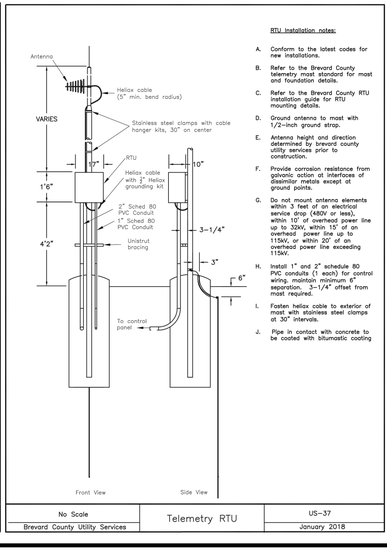
Scale 3/8 " = 1 foot	Lift Station Control Panel	US-35 2 of 2
Brevard County Utility Services		January 2018



Most installation notes:

A. Proposed mast height will be determined by brevard county utilities prior to construction.
B. Conform to the latest building and zoning codes for new installations.
C. Do not construct mast within 3 feet of an electrical service drop (480V or less), within 10' of overhead power line up to 32kV, within 15' of an overhead power line up to 115kV, or within 20' of an overhead power line exceeding 115kV.
D. Ground the mast at the base by providing 1/2-inch ground strap, connect to ground rod with #4 awg bare copper wire and acorn clamp.
E. Couplings on the mast must be at least 10' above grade. couplings are not allowed below 10' above grade.
F. Construct mast foundation with 3000 psi reinforced concrete in 24" diameter sonotube in undisturbed or compacted soil (95% density).
G. Provide 3" minimum concrete cover on reinforcing steel.
H. Shape the top of the concrete foundation into a dome.
I. Install 1" and 2" pvc conduits (1 each) to pump control panel, maintain minimum 6" separation and 18" buried depth. 3-1/4" offset from mast required.
J. Pipe in contact with concrete to be coated with bitumastic coating.

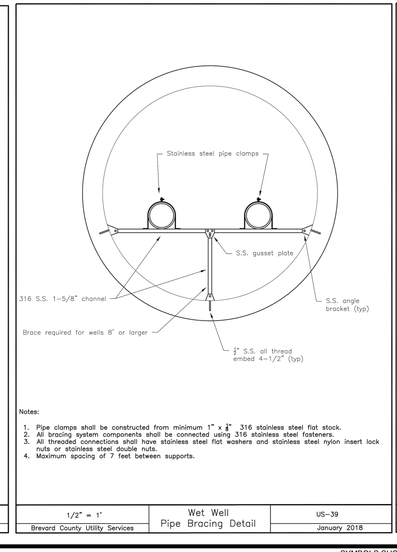
No Scale	Telemetry Mast 30' Maximum Height	US-36
Brevard County Utility Services		January 2018



RTU installation notes:

A. Conform to the latest codes for new installations.
B. Refer to the Brevard County telemetry mast standard for mast and foundation details.
C. Refer to the Brevard County RTU installation guide for RTU mounting details.
D. Ground antenna to mast with 1/2-inch ground strap.
E. Antenna height and direction determined by brevard county utility services prior to construction.
F. Provide corrosion resistance from galvanic action at interfaces of dissimilar metals except at ground points.
G. Do not mount antenna elements within 3 feet of an electrical service drop (480V or less), within 10' of overhead power line up to 32kV, within 15' of an overhead power line up to 115kV, or within 20' of an overhead power line exceeding 115kV.
H. Install 1" and 2" schedule 80 PVC conduits (1 each) for control wiring, maintain minimum 6" separation. 3-1/4" offset from mast required.
I. Fasten helax cable to exterior of mast with stainless steel clamps at 30" intervals.
J. Pipe in contact with concrete to be coated with bitumastic coating

No Scale	Telemetry RTU	US-37
Brevard County Utility Services		January 2018



Notes:

1. Pipe clamps shall be constructed from minimum 1" x ¼" .316 stainless steel flat stock.
2. All bracing system components shall be connected using 316 stainless steel fasteners.
3. All threaded connections shall have stainless steel flat washers and stainless steel nylon insert lock nuts or stainless steel double nuts.
4. Maximum spacing of 7 feet between supports.

1/2" = 1'	Wet Well Pipe Bracing Detail	US-39
Brevard County Utility Services		January 2018

PIPE SEPARATION TABLE 1		UPPER PIPE (or at same elevation)				
		WATER	GRAVITY SEWER	FORCE MAIN	RECLAIMED WATER	STORM WATER
LOWER PIPE	WATER	H) 3 ft Note H	H) 10 ft Note A	H) 10 ft Note A	H) 3 ft Note D	H) 3 ft Note D
			V) 18 in Note G	V) 12 in Note D	V) 12 in Note D	V) 2 ft Note E
	GRAVITY SEWER	H) 10 ft Notes A,B	H) 3 ft Note H	H) 3 ft Note H	H) 6 ft Note F	H) 3 ft Note H
		V) 12 in Note C		V) 6 in Note J	V) 6 in Note J	V) 2 ft Note E
	FORCE MAIN	H) 10 ft Note A	H) 3 ft Note H	H) 3 ft Note H	H) 3 ft Note G	H) 3 ft Note H
		V) 12 in Note D	V) 6 in Note J		V) 6 in Note J	V) 2 ft Note E
	RECLAIMED WATER	H) 3 ft Note D	H) 3 ft Note G	H) 3 ft Note G	H) 3 ft Note H	H) 3 ft Note H
		V) 12 in Note D	V) 18 in Note G	V) 18 in Note G		V) 2 ft Note E
	STORM WATER	H) 3 ft Note D	H) 3 ft Note H	H) 3 ft Note H	H) 3 ft Note H	
		V) 12 in Note C	V) 6 in Note J	V) 6 in Note J	V) 6 in Note J	

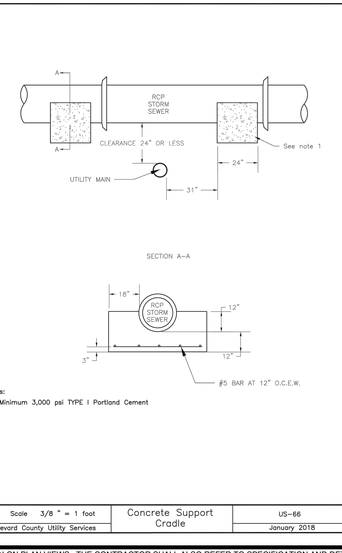
Legend:

H – Denotes minimum horizontal clearance between pipes (outside to outside)
V – Denotes minimum vertical clearance between pipes (outside to outside)

Notes:

A. 6 foot minimum separation (62-555.314 FAC)
B. May be 3 feet if the water line is 6 inches above the gravity sewer (62-555.314 FAC)
C. 6 inch minimum separation (62-555.314 FAC)
D. 62-555.314 FAC
E. If less than 2 feet clearance is provided, support cradles are required (US-66)
F. May be 3 feet if the reclaim line is 12 inches above the gravity sewer.
G. Section 62-604.400 (2) (h), (i) FAC
H. Or best engineering judgment.
J. Minimum for repair purposes

	Pipe Separation Table	US-60
Brevard County Utility Services		January 2018



Notes:

1. Minimum 3,000 psi TYPE I Portland Cement

Scale 3/8 " = 1 foot	Concrete Support Cradle	US-66
Brevard County Utility Services		January 2018

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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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CITY COMMENTS	08/19/20
CITY COMMENTS 08/10/2020	08/13/20
CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

BREVARD COUNTY DETAILS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_023

SHEET

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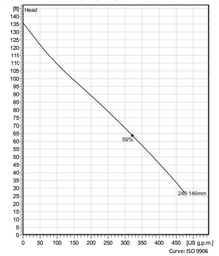
NP 3127 SH 3~ 249

Patented self cleaning semi-open channel impeller. Ideal for pumping in waste water applications. Available for cast iron and stainless steel for even better clogging resistance. Modular based design with high adaptation grade.

Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Configuration

Motor number
N3127.060 21-11-2AL-W 11hp

Impeller diameter
146 mm

Installation type
P - Semi permanent, Wet

Discharge diameter
3 1/8 inch

Pump information

Impeller diameter
146 mm

Discharge diameter
3 1/8 inch

Inlet diameter
100 mm

Maximum operating speed
3505 rpm

Number of blades
2

Max. fluid temperature
40 °C

Materials

Impeller
Hard-Iron ™

Stator housing material
Grey cast iron

Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Technical specification

Motor - General

Motor number N3127.060 21-11-2AL-W 11hp	**Phases** 3~	**Rated speed** 3505 rpm	**Rated power** 11 hp
ATEX approved No	**Number of poles** 2	**Rated current** 26 A	**Stator variant** 29
Frequency 60 Hz	**Rated voltage** 230 V	**Insulation class** H	**Type of Duty** S1
Version code 060			

Motor - Technical

Power factor - 1/1 Load 0.90	**Motor efficiency - 1/1 Load** 88.1 %	**Total moment of inertia** 0.434 lb ft²	**Starts per hour max.** 30
Power factor - 3/4 Load 0.87	**Motor efficiency - 3/4 Load** 88.5 %	**Starting current, direct starting** 248 A	
Power factor - 1/2 Load 0.79	**Motor efficiency - 1/2 Load** 87.3 %	**Starting current, star-delta** 82.7 A	

Project	Created by	Last update
Block	Created on 7/8/2020	

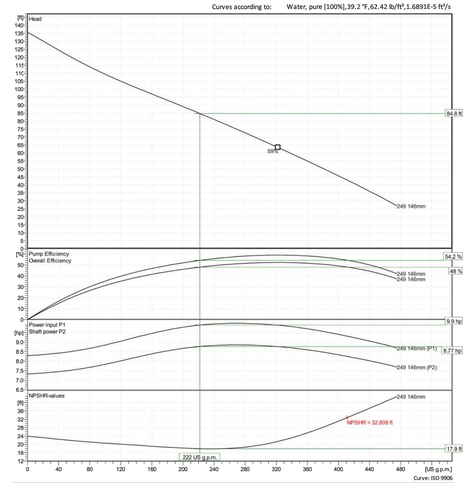
NP 3127 SH 3~ 249

Performance curve

Duty point

Flow	Head
220 US g.p.m.	84.8 ft

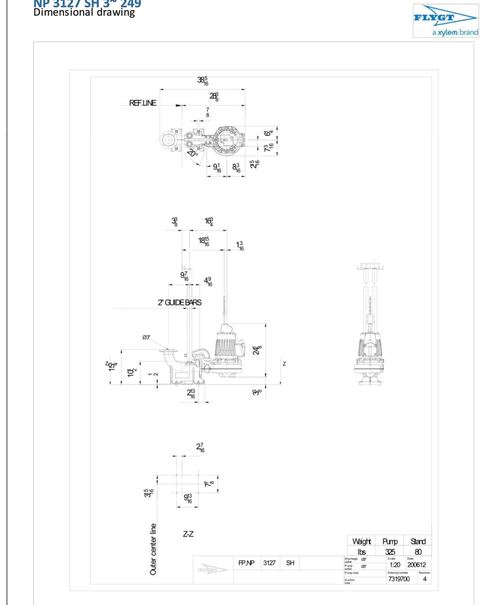
Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Dimensional drawing

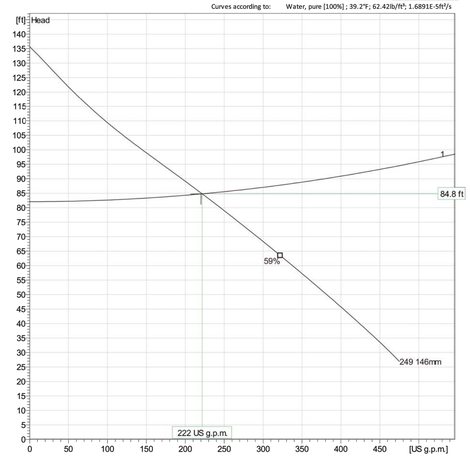


Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Duty Analysis

Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	220 US g.p.m.	84.8 ft	8.77 hp	220 US g.p.m.	84.8 ft	8.77 hp	54.1 %	558 kWh/US Mi	17.9 ft

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Block	Created on 7/8/2020	

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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

SANITARY SEWER LIFT STATION PUMP SPECIFICATIONS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_024

SHEET
24 of 35

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1.1 GENERAL

These Technical Provisions and Standard Details identifies design, installation, inspection, and acceptance specifications to be used for water, wastewater, and reclaimed water systems that will be maintained and operated by the City of Cocoa. All potable water, wastewater, and reclaimed water mains and appurtenances must be installed in accordance with this Manual, the City of Cocoa Cross Connection Control Program Manual, the City of Cocoa Utilities Handbook, and the approved plans.

Contractor requirements include:

Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.

Obtaining and paying for all permits, inspections, and other official fees in connection with the work.

Arranging a pre-construction conference with the Engineering Inspection Division. **All fees must be paid prior to the pre-construction meeting.** It is required that the pre-construction meeting be held prior to ordering materials.

Scheduling materials inspection (24-hour notice), open ditch inspection, pressure/leakage test, and final inspection.

Provide all documents per the project requirement letter, including but not limited to As Built Drawings, Bills of Sale, Easements, etc.

Make certain that no public water/wastewater lines are placed on private property.

Any deviation from these requirements must be approved in writing by the Utilities Director or his designee prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 351 Shearer Blvd., Cocoa, Florida, 32922. The telephone number is (321) 433-8701; facsimile number is (321) 433-8708.

1.2 DEFINITIONS

The term "**approved equal**" is used to mean a part or item that has been approved in writing by the Technical Provision and Standard Details Advisory Committee or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Approved Tapping/Linestop Contractor - A Contractor who has been approved by the Engineering Division to perform taps or linestops within the Cocoa Water System. A current list is maintained and available through the Engineering Division.

Backflow Preventer Assembly - A backflow preventer assembly, also called a cross connection control (CCC) device, is a mechanical or non-mechanical device used to prevent the flow of water from a non-potable source to the potable water distribution system. Approved backflow preventers are testable assemblies composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly, and fitted with properly located resilient seated test cocks.

Canal - A trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water.

City - Means the City of Cocoa.

Collection Mains - Wastewater gravity mains.

Competent Person - A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Distribution Main - Any water main twelve inches (12") and smaller.

Domestic - Means made or manufactured in the USA.

Drainage Ditch or Irrigation Ditch - A man-made trench which is dug for the purpose of draining water from the land or for transporting water for use on the land and which is not built for navigational purposes.

Force Main - Wastewater main under pressure.

Manual - City of Cocoa Utilities Technical Specification and Standard Details Manual

Normal Working Day - Monday through Friday, excluding CITY holidays.

Normal Working Hours - Hours are between the hours of 8:00 a.m. to 5:00 p.m. of a NORMAL WORKING DAY.

Passivated - Treated or coated metal to reduce the chemical reactivity of its surface.

Stainless Steel - A steel alloy with a minimum of 10.5% to 11% chromium.

Substantial Completion - The point when the construction project has been finished to the point that the City of Cocoa can use the project for the purpose it was intended.

Swale - A manmade trench which:

A. Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
B. Contains contiguous areas of standing or flowing water only following a rainfall event; C. Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake;
D. Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area to prevent erosion and reduce pollutant concentration of any discharge.

Technical Provision and Standard Details Committee - Committee whose members shall consist of the manager, or their designee, of the following UTILITIES staff: Engineering, Inspections, Water Field Operations, and Sewer Field Operations. The committee evaluates and proposes revisions for the design standards, specifications, drawings, products and procedures for the Manual.

Transmission Main - Any water main sixteen inch (16") and larger. Fourteen-inch (14") pipelines are not acceptable.

Utilities - Utilities Department of the City of Cocoa, Cocoa, Florida, and/or its designated representative(s).

Utilities Handbook - The City of Cocoa Utilities Handbook produced by the Customer Service Division of the Finance Department.

Whenever a specification from a specific source is cited, the most current revision of that specification will be used. **The word "shall" is mandatory, and the word "may" is permissive.**

Unless otherwise specified, "**City**" means City of Cocoa; "**Utilities Department**" means City of Cocoa Utilities Department; "**Engineering Division**" means City of Cocoa Utilities Engineering Division, **"Inspections or Inspector"** means City of Cocoa Utilities Engineering Inspections Division.

1.3 ABBREVIATIONS

American Association of State Highway and Transportation Officials - AASHTO
Asbestos Cement - AC
Association of PVC Pipe Manufacturers - Uni-Bell American National Standards Institute - ANSI American Society of Civil Engineers - ASCE American Society of Mechanical Engineers - ASME American Society for Testing and Materials - ASTM American Water Works Association - AWWA
American Water Works Association Tapered Thread - CC American Society of Sanitary Engineers - ASSE
Automatic Transfer Switch - ATS
City of Cocoa - CoC Copper Clad Steel - CCS
Copper Development Association - CDA Cross Connection Control - CCC Dimension Ratio - DR
Double Check Backflow Assembly - DC Double Check Detector Assemblies - DCDA Dry Film Thickness - DFT
Ductile Iron Pipe Research Association - DIPRA Ductile Iron Pipe - DIP
Engineer of Record - EOR
Florida Administrative Code - FAC
Florida Department of Environmental Protection - FDEP Florida Department of Transportation - FDOT
Florida East Coast Rail Road - FECRR
Foundation for Cross-Connection Control and Hydraulic Research - FCCCHR Flange - FL
Factory Mutual - FM
High-Density Polyethylene - HDPE Horizontal Directional Drilling - HDD Jack and Bore - J&B
Maintenance of Traffic - MOT
Manual on Uniform Traffic Control Devices - MUTCD National Association of Corrosion Engineers - NACE National Fire Protection Association - NFPA
National Sanitation Foundation - NSF National Standard Thread - NST
Non-rising stem - NRS
Original Equipment Manufacturer - OEM Outside Screw and Yoke - OS&Y
National Pollution Discharge Elimination System - NPDES Plain End - PE
Polyvinylchloride - PVC
Precautionary Boil Water Notice - PBWN Portable Changeable Message Signs - PCMS
Pre-stressed Concrete Cylinder Pressure Pipe - PCCP Project Manager - PM
Pounds per Square Inch - PSI Raised Pavement Marker - RPM
Reduced Pressure Backflow Assembly - RP Reduced Pressure Detector Assembly- RPDA Reinforced Concrete Pressure Pipe - RCP Stainless Steel - SS
Technical Provision and Standard Details - TPSD Traffic Control Plan - TCP
Underwriters Laboratories - UL Unified Numbering System - UNS Variable Frequency Drive - VFD

2.1 WATER MAIN CROSSINGS

2.1.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

2.2 MATERIALS SPECIFICATIONS

2.2.1 PIPE

2.2.1.1 Polyvinyl Chloride Pressure Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 235 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel. All PVC pipe and couplings will bear the UL label and NSF approval for potable water.

2.2.1.2 Fusible Polyvinyl Chloride Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (size 4" through 12") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 PSI (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers' specifications. All PVC pipe will bear the UL label and NSF approval for potable water.

2.2.1.3 Ductile Iron Pipe

Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 16-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by theUtilities Department prior to installation. Water mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 5 feet from foundations. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be blue for water mains.

2.2.1.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe is generally not accepted in the City of Cocoa water system, except as a carrier pipe for a pressurized utility main.

2.2.1.5 Reclaimed Water

PVC pipe installed in reclaimd water systems will be Class 235 (DR 18) conforming to AWWA specification C900 and will be purple in color. Ductile iron pipe installed in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 16" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be purple for reclaimed water mains.

2.2.2 VALVES, VALVE BOXES, AND VALVE EXTENSIONS

2.2.2.1 Resilient Seat Gate Valves, 4" - 36"

Resilient seat gate valves will have mechanical joint ends as manufactured by **American Flow Control; AVK; M&H; U.S. Pipe; Clow; Mueller** or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 or C515 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be fully encapsulated to gate. Valves will have 18-8 Type 304 Stainless Steel bolts and nuts. The interior and exterior of the valve body will be fusion-bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. Valves 16" and larger will have Bevel Gear Operators. For gate valves 16" and larger to be stood up straight, the 2" operating nut must have 12" of cover. Engineer of Record or Contractor must demonstrate the 12" of cover over the 2" operating nut can be achieved by showing all pertinent dimensions. Tapping valves shall have a centering ring.

2.2.2.2 Butterfly Valves, 16" and Larger

Butterfly valves shall be used for above ground service. Butterfly valves shall have flanged ends, be rubber seated, 90o tight closing type, short body. The interior and exterior will be fusion-bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 Stainless Steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 1 and 3 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless-steel seat surface. The gear ratio will be such as to require not more than 50-foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than 450-foot pounds. Butterfly valves will have a factory installed hand wheel. The valve will open when the operator nut is turned counterclockwise. **Butterfly valves will not be used for buried service.**

2.2.2.3 Valves, 2"

Two-inch valves for use with the 2" blow-off gate valve will be rated at 125 SWP or 200 WOG. All 2" gate valves must meet all EPA and DEP requirements regarding lead and zinc contents. Brass fittings and 2" brass wheel valves are shall be used on blow-offs. All valves must be manufactured in the U.S.A.

2.2.2.4 Valve Boxes

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by **East Jordan Iron Works** or **Tyler** and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined, and the appropriate valve box must be installed. No PVC or Ductile is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER" or "REUSE", as appropriate, cast on the top. A concrete pad (24" L x 24" W x 4" D) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot. A Valve identification plate engraved to indicate the type, size, and number of turns will be securely anchored to the concrete pad. Valve identification plates for valves 12" and larger will also indicate the torque necessary for actuation.

2.2.2.5 Valve Extensions

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal to be determined by the Engineering Supervisor or his/her designee.

2.2.2.6 Valve Box Debris Shield

All buried valves 4-inch through 12-inch requiring a valve box shall be furnished with a valve box shield (alignment device). The device shall minimize debris infiltration and center the valve box over the operating nut. The device shall be of HDPE or plastic and colored white or black. It shall be furnished in two pieces that will lock together under the operating nut without requiring the removal of the operating nut. The device shall not affect the operation of the valve. No one-piece device will be accepted. The device shall be **Box Lok**, **American** or approved equal.

2.2.2.7 Insert Valve Specification

The Insert Valve shall conform to the following:

The Ductile Iron 250 p.s.i.g. Insert Valve shall be a Resilient Wedge Gate Valve designed for use in potable water, raw water, reclaimed water, wastewater and backflow control systems. The host pipe shall not be a permanent component of the Insert Valve. The ductile iron body, bonnet, and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insert Valve shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The Insert Valve shall have a 250 psig maximum working pressure. The pressure rating markings must be cast into the body of the insert valve. The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel. The insert valve is fully epoxy coated on the interior and the exterior. Valve shall be coated with a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and or replaceable under pressure.

See "Appendix A" Approved Materials for approved Insert Gate Valves.

2.2.3 BACKFLOW PREVENTERS

2.2.3.1 General

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly as required in the "City of Cocoa Cross Connection Control Program Manual". Backflow preventer assemblies shall be in accordance with AWWA specification C510, ASSE 1048, UL 1469, and as listed in "Appendix A" of this document. All backflow preventers shall be installed per Standard Details in "Appendix B". Backflow preventers on fire line and commercial services shall have test certifications submitted and approved prior to final inspection.

Backflow preventers will have interior fusion bonded epoxy coating 5 to 12 mils and will be installed above grade in accordance with manufacturer's recommendations on a concrete slab adjacent to the meter. Check valves must have bronze seats.

Commercial Services: Cross connection control device required for commercial service, including multi-family residences, shall be a reduced pressure (RP) backflow preventer unless otherwise approved by the Engineering Division.

Residential Services: Cross connection control device required for residential service shall be a dual check backflow preventer.

Construction Sites: Cross connection control device required for temporary construction jumpers shall be a double check backflow preventer. The Contractor shall provide test certifications on the jumper backflow preventer before the jumper is placed into service.

2.2.3.2 Fire Services

Cross connection control devices for fire line systems shall be double check detector assemblies (DCDA) or reduced pressure detector assemblies (RPDA). DCDA and RPDA shall meet the requirements of the Florida Building Code and must be supplied with a ¾-inch or larger bypass assembly. DCDA will be accepted as a complete approved assembly in accordance with the section on "Backflow Prevention and Cross-Connection Control" in the Utilities Handbook. The Engineering Division will inspect the interior of the DCDA prior to installation. DCDA must be installed horizontally above ground in a grassed or non-traffic area. The DCDA will be installed with 24" minimum and 30" maximum clearance from finished grade. "N" shaped DCDA will be accepted on a case-by-case basis. Fire lines requiring an RP2 will be handled on a case-by-case base. The Engineering Division shall paint the DCDA, to be paid for by the Developer/Contractor.

2.2.3.3 Meter Station Backflow Preventer

Backflow Preventers for the large meter stations (3-inch and larger) are a Reduced Pressure Zone Assembly and manufactured in accordance with AWWA C511. The assembly will be installed so as the relief valve opening will be a minimum of 12" above concrete slab. If the meter station is in a planter, the top of the planter is considered the flood rim and the relief valve opening shall be 12" above the concrete slab. The Engineering Division shall paint the meter station assembly, to be paid for by the Developer/Contractor.

2-inch meter stations may be allowed on a case-by-case basis as approved by the Engineering Division.

2.2.3.4 Backflow Preventer Certification Test

The Contractor will provide test certifications on the jumper backflow preventer before jumper is placed into service. Backflow preventers on fire-line and meter stations will have test certifications submitted and approved prior to final inspection.

2.2.4 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system. All fittings must be manufactured in the U.S.A.

2.2.4.1 Cast Iron

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape). Cast iron fittings are only to be used in larger applications where ductile iron fittings are not available.

2.2.4.2 Ductile Iron, 4" - 16"

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mil polyethylene (sealed with tape).

2.2.4.3 Bolts

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 18-8 Type 304 stainless steel. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

2.2.4.4 Tapping Sleeve

Tapping sleeves on mains 4" to 12" in diameter will be all Stainless Steel Sleeves.

The All Stainless Steel Sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and full circumferential gasket to provide 360° seal around the pipe. The tapping sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage.

Sleeves on mains 16" to 24" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with 304 stainless steel nuts and bolts or M.J. ductile iron body. Sleeves on mains larger than 24" will be handled on a case-by-case basis.

Tapping Sleeves for reinforced concrete mains will be handled on a case-by-case basis. The sleeves will have a fusion-bonded epoxy coating on the entire body and throat assembly. The straps and bolts shall be 18-8 Type 304 stainless steel.

The tapping valve must have centering ring and conform to Section 2.2.2.1 "Resilient Seat Gate Valves" in these Technical Provisions.

Tapping saddles to be placed on asbestos concrete (AC) pipe shall be an **JCM A432** All Stainless-Steel Sleeve or equal.

2.2.4.5 Line Stop Sleeve Specifications

Sizes 4" through 12"

Sleeve/Body

The entire Line Stop sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass-through bolt design and provide 360° seal around the pipe. The line stop sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage. Outlet on sleeve will be full port, i.e. on 8" sleeve, outlet will be 8", on 6" sleeve, outlet will be 6".

Bolts, Nuts & Washers

18-8 Type 304 Stainless Steel, the bolts shall be track head type and furnished with permanently lubricated heavy-hex nuts and stainless washers.

Gasket

The full circumferential gasket shall be molded of synthetic rubber compounded for use with water salt solutions, mild acids, bases and sewage. The gasket shall have a gridded surface, be a full 1/4" thick with 304 stainless steel bridge plates molded flush into the gasket and have a raised hydromechanical outlet seal to seal against line surges and water hammer.

Pressure Rating

The sleeves shall be rated at 150 PSI hydrostatic with a test pressure of 200 PSI on pipe with a full circumferential break.

Line Stop Sleeves shall be a **JCM A440 Line Stop Sleeve** or approved equal.

2.2.5 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C502. Hydrants must have bronze-to-bronze main seat threading surfaces. They will be traffic type with drain holes plugged at the factory. Fire hydrants will have 18-8 Type 304 Stainless Steel bolts and nuts (bonnet, traffic flange and shoe).

Hydrants will have a minimum 5-1/4" main valve opening, with one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Nozzles to have NST threads. Stem couplings are to be cast iron or stainless steel. The upper valve plate must be bronze. The hydrant shoe will be coated inside with fusion-bonded epoxy, 6 mil minimum. All hydrants will be painted at the factory with Rustoleum high-performance epoxy 9100 system, non-lead, dry film thickness 5 to 8 mils, color #9143 Yellow. City crews will apply finish paint to each new fire hydrant after the Contractor has paid the appropriate fees.

Finish grade is to be established and the proper length hydrant is to be installed by the Contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve-anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The Contractor will not be allowed to install risers on hydrants. At final inspection, if it is determined that a fire hydrant is not at grade, the Contractor shall purchase a proper length hydrant and install it under the direction of the Engineering Division.

2.2.6 SERVICE CONNECTIONS, 3/4"-2"

All service connections will be single connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be of the flare type. 1-1/2" and 2" services are to be of type K drawn temper in straight lengths or annealed temper if furnished in coils. Absolutely no lead-based solder joints will be accepted. Any repairs of service lines will be by flare-to-flare coupling. No compression fittings will be accepted. Taps in the pipe will be the same nominal diameter as the service line. Service taps in PVC pipe will be drilled with a shellcutter designed to cut PVC pipe, and the PVC plug will be removed.

Brass goods furnished under this specification shall be new and unused. All fittings shall conform to ANSI/AWWA Standard C800, latest revision.

All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with ANSI/NSF Standard 61. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified above.

Brass saddles shall be made from CDA/UNS C83600 and are exempt from the "no lead" requirement.

2.2.6.1 Saddles

Saddles must be used for all connections to PVC, AC and D.I. pipe. Saddles must be all brass with "CC" threads as manufactured by **Mueller Company**, or **Ford Meter Box Company**. The pipe sizes for these manufacturers are noted below (approved materials are also listed in "Appendix A"):

MUELLER: For ductile iron pipe sizes 4" to 12", for 3/4" and 1" services, the single strap design must be used. For 1-1/2" and 2" services, the BR 2 B double strap design must be used.

FORD: For pipe sizes 4" to 12", for 3/4" and 1" services, the style 101B single strap design must be used. For 1-1/2" and 2" services, the style 202B double strap design must be used. For pipe sizes 16" and larger, for 3/4", 1", 1-1/2," and 2" services, the style 202B double strap design must be used.

An approved equal may be used in lieu of any of the above-listed designs/models.

2.2.6.2 Curb Stops, 3/4" - 2"

Curb stops 3/4" and 1" in size will be flare-by-meter coupling. **Curb stops must have locking wings and a swivel meter nut.** Curb stops that are 1-1/2" or 2" will be flare-by-meter flange with locking wing or an approved equal. All curb stops shall be centered in the meter box and installed in a horizontal position.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 1 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
1	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_025

SHEET

25 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.2.6.3 Corporation Stops, 3/4" - 2"

All corporation stops for water service ¾" thru 2" will be brass and have "CC" inlet threads and copper flare outlet. 2" Corporation stops for "jumpers" will be "CC"-by- F.I.P.

2.2.6.4 Meter Boxes

Meter boxes for traditional meters are to be plastic with an iron flipper lid with a full pin hinge. Meter boxes for radio-read meters must have a lid compatible with City's AMR meter antennae (4-1/2" round). Service locations will be permanently cut and painted on concrete curb or the street with a blue "W" for potable water or a purple "R" for reclaimed. Reclaimed services will be located at the opposite lot corner from water services where practical or with five feet minimum separation.

For larger 1-1/2 and 2-inch meters, 17" x 30" meter boxes shall be used.
For areas that are anticipated for high traffic areas, a traffic rate H-20-meter box shall be used. Reclaimed Water services will be set in purple meter boxes of materials per above. They are also required to have a 3" x 5" permanent plastic tag, secured to the curb stop with a nylon tie wrap, which will be supplied. Tags will be inscribed, "RECLAIMED WATER DO NOT DRINK".

2.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS

2.3.1 PROTECTION

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

2.3.2 OBSTRUCTIONS

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans; however, Contractor is solely responsible for field verifying existing conditions. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractor's expense.

If the Contractor encounters any unforeseen obstructions during construction, the Contractor shall immediately cease work in that area and notify the Engineer of Record (EOR). The EOR shall design and provide detailed drawings to correct the situation. The drawings shall be submitted to the Engineering Division for approval. After approval by the Engineering Division, a set of approved drawings will be given to the contractor and they may resume work.

2.3.3 EXISTING ASBESTOS CEMENT WATERMAINS

In areas where asbestos cement water mains are existing, water main relocations or replacements may be necessary. If new construction of facilities is over, under, or near asbestos cement water mains, it shall require that the asbestos cement water main be changed out to polyvinyl chloride pipe or ductile iron pipe. All asbestos cement pipe that is replaced shall be removed and disposed of by the contractor unless specifically directed in writing by the City to abandon in place. New pipe material shall depend upon the type and location of the facilities being constructed. The Developers Engineer shall design the replacement and submit it for the Engineering Division approval. The Developer is responsible for all design, materials, labor, equipment, testing, and costs for the replacement. Contractor shall remove and dispose of AC pipe in accordance with FAC Codes 62-204.800 and 62-257.

2.3.4 ABANDONMENT OF ASBESTOS CEMENT PIPE

Where asbestos cement water mains have been directed by the City to be abandoned in place they shall be filled with a sand/cement grout by the contractor. Grout shall be injected within the pipe sections to be abandoned where the ends of the sections shall be capped and or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections to prevent the potential for future collapse. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.

The Contractor shall provide standpipes and/or additional means of visual inspections as required by the City to determine if adequate grout material has filled the entire pipe section(s).

2.4 TRENCH PREPARATION

2.4.1 EXCAVATION

A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly.

During excavation, if ashes, cinders, muck or other organic material considered unsuitable is discovered at the bottom of the trench at sub-grade, unsuitable material will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that area's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

2.4.2 SHORING AND BRACING

Open cut trenches must be sloped, shored or braced as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate. The Contractor is required to have a Competent Person designated and in charge at all times while workers are in the trench.

2.4.3 DE-WATERING

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

2.5 PIPE LINE CONSTRUCTION

2.5.1 GENERAL

All water mains, service lines, and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

Domestic water service can only come from a Distribution main. When water service is requested and the only water main available is a Transmission main, a large tap and section of pipe shall be installed on the Transmission Main for the water service.

The minimum size tap on a Transmission Main shall be a six (6) inch.

2.5.2 MATERIAL HANDLING

2.5.2.1 Precautions

Every precaution will be taken to prevent damage to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

2.5.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

2.5.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

2.5.3 INSPECTION OF MATERIALS

Materials delivered to the job site will be subject to inspection by the Engineering Division prior to installation. Contractor shall notify Inspections 24 hours in advance. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Engineering Division prior to installation will be uncovered by the Contractor at their expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

2.5.4 PIPE PLACEMENT

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Engineering Division. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99.

PVC pipe will be backfilled in accordance with the manufacture's recommendations for the laying conditions.

Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a watertight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

All underground water main shall meet the horizontal and vertical separation requirements in FAC 62-555.314 as related to sanitary force main and gravity main, reclaim mains, and storm water gravity and force mains.

Pipe installed under swales shall be D.I. and have 3 feet minimum cover. D.I. pipe to be centered on swale. If more than one joint of pipe is necessary, restrained joint pipe is required. See "Swale Crossing" detail and definitions.

Pipe installed under canal or drainage ditch shall conform to all FDEP requirements. Pipe shall be restrained joint D.I. pipe with gate valves on both sides of canal/ditch. D.I. pipe shall have 5 feet minimum cover with a concrete cap. See "Canal or Drainage Ditch Crossing" detail and definitions.

2.5.5 LOCATING WIRE

A UF 14 Copper Wire that allows for the location of the pipe using an induced current line locator will be installed on all potable water, reclaimed water, and wastewater mains. The wire must be placed on the top of the pipe and taped approximately every ten feet. A run of wire must run from the main to each hydrant. Each fire hydrant must have one wrap of the wire around the barrel located at final grade.

Wire color shall be blue for water, green for wastewater, and purple for reclaimed.

A run of wire will also be brought up in each valve box. The wire will have 18 inches of excess length. Wire is to be connected together using an underground wire nut with a **silicone-based sealant.**

The CCS wire shall meet the following requirements. HDPE Insulation of 30 mils, #14 AWG conductor, maximum Ohms resistance of 8.28 ohms per 1000 ft., breaking load 256 lbs.

When directional drilling is used, one continuous #10 CCS **extra high strength** locator wire shall be installed. The CCS wire shall meet the following requirements. HDPE Insulation of 45 mils, #10 AWG conductor, maximum Ohms resistance of 0.999 ohms per 1000 ft., breaking load 1150 lbs.

2.5.6 SERVICE LINE LOCATION

Service lines will be located at alternating lot lines outside the sidewalk within two feet of the right-of-way line as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision.

Reclaimed service line is to be located adjacent to sewer cleanouts.

2.5.7 BACKFILLED MATERIAL AND INSPECTION

All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Pipe joints, valves, fittings, and thrust blocks will be left uncovered until inspection by the Engineering Division has been completed.

2.5.8 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve. Valve will have alignment ring installed and valve box centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless-steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

All valves will be located within two feet of the tee, see detail "Gate Valve and Fitting."

When solid sleeves or couplings are used to join/tie-in pipelines, a Spacer Piece shall be installed if there is a gap in the pipeline.

2.5.9 FIRE HYDRANTS

All fire hydrants (hydrants) will be located as shown on the plans and marked on the pavement with a blue reflector. On unpaved streets, a blue reflector will be affixed to a post and placed as close to the edge of the road as feasible to be easily visible. The hydrants will be located in such a manner as to provide complete accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants must stand plumb and the bury line of the hydrant at the finished grade. Hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. Contractors shall not turn or add risers to hydrants. All hydrants will be connected to the main in the manner shown on the Standard Detail Sheet. If the installation of the hydrant requires the hydrant to be greater than 40 ft. away from the fire hydrant valve, an additional valve shall be installed. If the fire hydrant valve ends up in asphalt of a major road (not subdivision) an additional hydrant valve regardless of distance shall be installed.

2.5.10 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

2.5.11 THRUST BLOCKS AND COLLARS

Restrained joint systems are the preferred method. Thrust blocks may only be used with the City's prior approval at bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of ductile iron pipe will be installed at all main endings and a concrete thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint. In lieu of concrete thrust collar, restrained pipe upstream of the proposed concrete thrust collar may be used.

2.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. The casing pipe will be six to eight inches larger than the outside diameter of the bells on the Ductile Iron pipe. The Engineer of Record will design the casing and bore to meet FDOT or FECRR requirements.

Ductile Iron pipe of the appropriate Class will be installed in the casing. Water mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless-steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

JACK AND BORE

J&B installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards. J&B installed under FECRR shall conform to FECRR requirements.

2.5.13 HORIZONTAL DIRECTIONAL DRILLING

Only DIP and Fusible PVC may be horizontal directional drilled (HDD) under pavement or surface waterway crossings. The HDD pipe shall only extend to 10 feet on each side of the crossing. Then the piping will change to the standard piping material.

HDD installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE

1. A preconstruction conference will be required. The preferred attendees for the preconstruction shall be but not limited to:

   The directional bore contractor (preferably the Field Superintendent) The permitting agency

   Engineer of Record

   City Engineering Division Representative

   Inspector for the project

HDD CONTRACTOR

1. Approval required prior to the HDD, the HDD contractor shall submit a bore plan (see sample drawing in "Appendix B") to the Engineering Division for approval. The bore plan shall be a scaled drawing or computer generated drawing showing the following information but not limited to: (see drawing "Typical Bore Plan")

   The entrance and exit location

   Profile of the bored pipe

   All utilities including their depths and clearances from reamer

   Width of the right of way

   Pavement width

   Length of the bore

   The bore plan shall be signed by the responsible person in charge of the bore.

2. The HDD contractor shall follow the minimum clearances as shown below from the bottom of the water main to the top of the reamer:

   Water mains 12" and greater minimum clearance is 18" Water mains 10" and less minimum clearance is 12"

3. The HDD contractor will be responsible for obtaining locates for all utilities in accordance with Chapter 556 of the Florida Statutes.
4. The HDD contractor shall notify the City of Cocoa Inspection Division 48 hours in advance of the bore and notify the appropriate permitting agency per the conditions of the permit.

ENGINEERING INSPECTOR

1. An approved copy of the bore plan will be given to Engineering Inspection Division.
2. The Inspector for the project will have a copy of the bore plan at the project site.
3. Prior to the HDD the Inspector shall verify that the materials at the project site for the directional bore are in accordance with the City of Cocoa's latest technical provisions and standard details.
4. The Inspector shall verify the following prior to the commencement of the HDD:

   a. Verify that the HDD contractor has obtained his/her utility locates;
   b. Verify that all utilities have been visually spotted by the HDD contractor;
   c. Verify that the permitting agency has been notified of the HDD; and d. Witness the calibration of the sonde.

5. The Inspector shall remain at the project site until completion of the HDD. Any discrepancies shall be immediately reported to the Engineering Division. Once the corrective action is determined, the proper authority will be notified.

COMPLETION OF THE BORE

1. A bore log shall be submitted to the Engineering Division after completion of the bore.

2.5.14 BLOWOFFS

Flushing blow-offs are to be installed and constructed as shown on the Standard Detail Sheet. Blow-off materials include 2" brass for nipples, brass threaded fittings, 2" brass angle wheel valve, and plastic meter box (purple for reclaimed). The plastic meter box is to be installed at grade over the wheel valve. The angle wheel valve will be within six inches of finished grade and will be plugged with a brass plug. 4" blow-offs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reclaimed tag will be installed on reclaimed main blow-offs in a reclaimed meter box.

Brass used in potable water shall meet the low lead requirements as set forth in Section 2.1.6, "Service Connections".

2.6 TIE-INS TO EXISTING SYSTEMS

2.6.1 GENERAL

The Contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of an Inspector of the Engineering Division. The Contractor may need a post restraining the existing piping for the tie-in as required by the Engineering Division. All Contractors must follow the procedures listed below for connecting new mains to existing water systems.

2.6.1.1 Mains 8" and smaller

Existing tie-in valves will be operated and pressure tested to verify water tightness prior to the proposed tie-in. Existing system valves that are not water tight, shall have a new valve installed immediately adjacent (within 2') to the existing valve. The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a City supplied meter and contractor supplied backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The proposed tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. The Engineer of Record will be required to provide an executed FDEP certificate of completion prior to clearance. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of Engineering Division.

2.6.1.2 Mains 10" and Larger

The same procedure as noted for mains 8" and smaller will be used for mains 10" and larger except that the jumper will be utilized only for filling the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Inspection Division. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of the Inspector.

2.7 TESTING

2.7.1 GENERAL

All newly installed pipe and services that have been backfilled must be tested in accordance with AWWA specification C651.

2.7.2 JUMPER METER ASSEMBLY

All filling, and flushing, must be accomplished through a jumper meter assembly. The jumper meter assembly shall consist of a meter (provided by the City, paid for by the Developer/Contractor), and a double check backflow preventer and galvanized piping (provided by the Contractor). The jumper meter assembly shall be installed by the Contractor under the direct supervision of the Engineering Division. After installation, the Contractor shall have the backflow preventer certified by a backflow technician, and a copy of the test report shall be provided to the Engineering Division.

1. A temporary jumper connection is required at ALL connections between existing active water mains and proposed new water main improvements, per the City of Cocoa Utilities Handbook. The only exception is the installation of a new fire hydrant involving a tap and using an anchoring/swivel nipple. In this case, all fittings and fire hydrant SHALL be swabbed with a 100 ppm chlorine solution prior to installation.

2. The details for filling any water main from existing active water mains and for flushing of new mains up to 8" diameter (2.5 FPS minimum velocity) and for pulling bacteriological samples from any new water main of any size can be found in **Section 2.7.3-Flushing and Swabbing**. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed and clearance for use from the Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received. The jumper connection shall also be used to maintain pressure in the new mains all the time after disinfection and until the FDEP clearance letter is obtained. Adequate thrust blocking and/or restraints shall be provided temporarily, as required. Pipe and fittings used for connecting the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651. The tapping sleeve and the exterior of the main to be tapped shall be disinfected by spraying or swabbing per Section II of AWWA C561.

3. Flushing of 10" diameter and larger water mains may be done through the tie-in valve, under the direct supervision of the Engineering Division. The Engineering Division will be notified in writing 48 hours prior to the flushing of said mains.

   The following procedures shall be followed:

   A. The existing tie-in valves shall be operated and pressure tested in the presence of the Engineering Division or Engineer to verify water tightness prior to the proposed tie-in. Valves which are not watertight shall be replaced or a new valve installed immediately adjacent to the leaking valve.

   B. The temporary jumper connection shall be constructed as detailed. The jumper connection shall be used to fill the new water main and for providing water for bacteriological sampling of the new main as required by the FDEP permit.

- Flushing shall not be attempted during peak demand hours of the existing water main.
- All downstream valves in the new system must be open prior to opening the tie-in valve.
- Provide for and monitor the pressure at the tie-in point, the pressure in the existing main must not drop below 35 psi.
- Tie-in valve shall be opened a few turns only, ensuring a pressure drop across the valve is always greater than 10 psi.

4. The contractor shall provide documentation demonstrating that the double check backflow prevention device has been tested and is in good working order at the time of installation. The test shall be performed by a qualified backflow prevention technician.
5. Except as required to flush lines of greater than 8" in diameter, the tie-in valve shall remain closed. The tie-in valve shall remain closed until the new system has been cleared for use by FDEP and all other pertinent agencies.
6. Upon receipt of clearance for use from FDEP and all other pertinent agencies, the contractor shall remove the jumper connection. The corporation stops are to be closed and plugged with 2" brass plugs.
7. All installation and maintenance of the temporary jumper connection and associated backflow prevention device fittings, valve, etc., shall be the responsibility of the contractor.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 2 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_026

SHEET

26 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.7.3 FLUSHING AND SWABBING

The City will provide an adequate volume of water for the filling, flushing, and testing of mains. The Contractor will notify the Engineering Division prior to flushing or filling mains. The pressure in the City's system will be monitored during the flushing; at no time should the pressure in the City's system be allowed to drop below 35 psi. Water used during flushing will be billed to the Contractor.

The City of Cocoa Engineering Division requires all new mains regardless of size or material to be pigged/swabbed. In an effort to make sure all footages of a pipeline are pigged, the following procedures are to be used as a guide and in no way to be construed as means and methods.

The following terminology may be used in the discussion or operation of the

pigging procedure. Pigs shall be manufactured of a 2 pounds per cubic foot

density open cell polyurethane foam

body (swab) complete with rear polyurethane drive
seal.

Pig launching station may be a "wye", "tee", or simply inserting the pig at the very beginning of the pipeline. The beginning of the pipeline is defined at the jumper assembly location.

Pig retrieval point or cannon is a "wye", "tee" or open end of pipe at which point the pig will exit the pipeline.

The pipeline will be filled through the jumper assembly the day before of the pigging operation.

The pig will be advanced through the pipeline at a rate of 2 feet per second, 80 gpm for 4"; 180 gpm for 6"; 320 gpm for 8". Flow rates and jumper assemblies for mains 10" and larger will be determined by the Engineer of Record and approved by the City of Cocoa Engineering Division.

The pig retrieval point or cannon will project at least one foot above the surrounding grade. The water from the pig retrieval station discharge and its location to discharge shall be approved by the Engineering Division. The contractor will be responsible for following the National Pollutant Discharge Elimination System (NPDES) requirements to remove chlorine from discharge as well as protect retrieval area from erosion. Retrieval cannons will not be left in place. After pigging and flushing are complete, the cannon will be removed and capped below ground in accordance with Engineer of Record details or City of Cocoa Standard Details.

The contractor may insert the pig into the first section of pipe between the isolation valve and the downstream point of jumper assembly. By inserting the pig between the isolation valve and the downstream jumper assembly point it will allow the pipeline to be filled without moving the pig down the pipeline. If the pig is moved during filling operation another pig will be inserted into the pipeline. The isolation valve may be cracked open for a few seconds under the direction of the Engineering Division to move the pig past the jumper assembly downstream point so the jumper assembly can advance the pig through the pipeline.

When the pig exits the pipeline, the flushing will continue until the water is clear. A simple way to determine if water is running clear is to capture some water in a WHITE cup. If water is clear and no particles in cup then flushing is complete; if not, flushing will continue until water is clear.

2.7.4 HYDROSTATIC TEST

A blow-off or fire hydrant will be installed at the end of the pipeline under test. The line being tested will be slowly filled with water to the specified test pressure. Before applying the specified test pressure, all air will be expelled from the test section including service connections. If fire hydrants or blow-offs are not available at high elevations, taps at points of highest elevation will be made to facilitate air removal and testing. When testing is complete, the service lines installed for air removal must be removed.

The line must hold the 150-psi test pressure for a two-hour test period and must be performed under the direct supervision of the Engineering Division. Sufficient human resources are to be employed to ensure inspection. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure at all times.

2.7.5 LEAKAGE TEST

A leakage test at 150 psi will be performed on all newly installed sections of pipe in accordance with AWWA C600 or C605 after installation of all service connections. Any leakage observed must be less than the following per thousand feet of pipe:

Size (in)	Allowable Leakage (gal/hour)
2	0.20
4	0.33
6	0.50
8	0.67
10	0.83
12	1.06
14	1.16
16	1.32

$$L = \frac{SD\sqrt{P}}{148000}$$

L = testing allowance (makeup water), in gallons per hour

S = length of pipe in feet

D = nominal diameter of pipe, in inches

P = average test pressure during the hydrostatic test, in pounds per square inch (gauge). P has the square root taken.

On small main extensions where the allowable leakage loss cannot be reasonable measured (.25 gallons or less), NO LOSS OF PRESSURE shall be allowed.

2.8 DISINFECTION AND BACTERIOLOGICAL TESTING

2.8.1 GENERAL

The Contractor must flush potable mains and arrange for complete disinfection by chlorination in coordination with the Engineering Division. Work will conform to applicable provisions of AWWA specification C651-14, "Disinfecting Water Mains". Water with a chlorine concentration of 50 ppm will be evenly distributed throughout the pipe system and allowed to remain in the pipe for twenty-four hours. Transmission mains may be chlorinated using the "slug method". If the slug method is used, a detailed written procedure shall be submitted for approval. The main shall be dechlorinated to zero ppm chlorine before any flushing is performed. The method for dechlorination shall be approved by the Engineer of Record. After flushing, the water shall remain in the pipe for 24 hours before sampling. Service connections and tie-ins made before testing must be disinfected in accordance with AWWA specification C651. Samples will be taken by an Engineering Division approved laboratory. Two consecutive day samples are required for potable water mains. Water mains shall not be flushed between samples. The Contractor will be responsible for ALL bacteriological testing fees. Sample points are determined by the Engineer of Record and approved by FDEP. If samples taken do not demonstrate satisfactory results, re- chlorination and retesting of all sample locations is required at the Contractors expense.

CONTRACTORS WORKING ON EXISTING MAINS

When existing water mains are taken out of service by contractors, and water service to existing customers is interrupted causing a precautionary boil water notice (PBWN), the water main will be taken out of service on Monday or Tuesday. If for some reason the water main cannot be taken out of service on Monday or Tuesday, then the contractor at their expense shall have the laboratory perform bacteriological testing after normal working hours. This procedure is to lessen the time water customers are under a PBWN.

2.9 WET TAP CONNECTIONS TO EXISTING SYSTEM

2.9.1 GENERAL

Tap Being Performed **Parties Allowed to Perform the Tap**
Taps 2" and smaller — Approved tapping and line stop contractor
Contractor approved to tap mains solely for their own project
○ Contractor must perform 5 successful taps under the supervision of the inspection team and demonstrate possession of proper tapping equipment
Taps 2"-16" — Approved tapping and line stop contractor
Taps 16" and greater — Approved tapping and line stop contractor
○ Each tap requires independent review and approval
○ The tap must be performed under direct supervision of the engineering division
Taps on concrete transmission mains — Contractor approved for taps on City of Cocoa transmission mains
○ Tapping plan must be submitted by the contractor prior to the tap

On transmission mains, the approved tapping and line stop contractor will install the tapping saddle and valve. For all connections from 4"-12" the contractor may install tapping saddles under direct supervision of the Engineering Division.

For all water main connections, the Contractor must obtain all required permits, provide a dry pit area, provide pit preparation including shoring and bracing, provide maintenance of traffic, provide all right-of- way restoration, and notify all utilities prior to construction. Connections must be completed under direct supervision of the Engineering Division.
The list of approved contractors may be found on pg. 158.

Tapping saddles and valves supplied by the Contractor will be inspected by the Engineering Division prior to installation. The installed tapping saddle and valve must be tested with water at 100 psi for 15 minutes prior to tapping to ensure a watertight installation. Saddles installed on concrete pressure pipe will be tested 10% over line pressure. The pressure test will be performed by the Contractor and supervised by the Engineering Division. After the pressure test of the saddle has been completed, an Approved Tapping Contractor can tap the main.

2.9.2 TAPPING AND LINESTOP PROCEDURES

ALL TAPS or LINESTOPS on City of Cocoa potable, reclaimed, and wastewater mains will be performed by an **Approved Tapping Contractor**.*

Absolutely NO taps or linestops will be performed on Friday or any day preceding a holiday.

Approved Contractors must disinfect tapping machine with AWWA approved disinfectant.

This will be witnessed by the Inspector.

The Contractor's tapping or linestop machines will be in good working order with appropriate bits and shell cutters for the type of pipe being worked on (i.e. shellcutter for PVC).**

When taps or linestops are installed on Transmission Mains (> 12"), a preconstruction meeting will be held with the tapping contractor prior to ANY work being performed. The meeting may be held at the job site.

Taps and linestops on the Utilities concrete pressure mains will be a two (2) day process and will require a pre-construction meeting. Day one the saddle is installed and grouted, Day two tighten straps, cut pre-stressing wires, install throat and valve. Pressure test on saddle is 10% over line pressure for 30 minutes. After successfully completing pressure test, tap can be made.

Toggle bolts will be required for PCCP taps to assure the entire coupon remains intact. The coupon must be provided to the City.

ALL excavations must conform to current OSHA Trench Safety Act.

The City of Cocoa reserves the right to remove any contractor from the approved list for any work considered substandard.

* Tap or linestop to include: Material, installation, labor, drilling, and testing

** Bit, boring bar, and adaptor

2.10 FINAL CLEAN-UP AND ACCEPTANCE

2.10.1 GENERAL

Upon completion of the work and before acceptance by the Engineering Division, the Contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The Contractor will leave all areas affected by operations in a neat and presentable condition.

Acceptance of completed work by the City will be contingent on the following work items completed to the satisfaction of the Engineering Division.

Pressure Test

Bacteriological Testing

Restoration

Payment of fees

Approved As-Builts

Easements

Bill of Sale

Fire line DCDA certification, as needed

Final Inspection

2.11 FIRE SERVICE

2.11.1 GENERAL

All Fire Lines shall be installed by a licensed Fire Line Contractor in accordance with Florida Statute Chapter 633 and Rule Chapter: 69A-46. Where wet pipe sprinkler service is used, an RPDA or DCDA will be installed in accordance with the "Backflow Prevention and Cross- Connection Control" Section of the Utilities Handbook and as described in the "City of Cocoa Cross Connection Control Program Manual".

Fire line backflow preventer assemblies shall be installed in non-traffic areas. Four to six bollards may be required.

2.12 CONNECTION OF BUILDINGS OVER FOUR FLOORS

2.12.1 GENERAL

Connection of domestic water supply systems serving buildings over four floors in height to the
City's water distribution system will be subject to the following requirements:

A fixture unit analysis will be performed by the Owner's engineer to determine peak domestic flow requirements. This analysis is to be provided to the Engineering Division.

A water meter and a reduced pressure backflow preventer, sized in accordance with the domestic flow requirements, will be installed above ground at the developer's expense.

Upon written request, the City will provide the site engineer with the minimum expected system pressure. The site engineer will be responsible for providing this information to the architect and building owner. Means for providing an adequate supply of domestic water and fire protection to all parts of the building during periods of minimum pressure will be the responsibility of the building Architect or Engineer of Record.

Repair costs for damage to the water meter caused by flows exceeding its rated capacity will be charged to the customer.

2.13 BACKFLOW PREVENTERS

2.13.1 GENERAL

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly per the Standard Details in "Appendix B." Backflow preventer requirements for each service type are described in the "City of Cocoa Cross Connection Control Program Manual" and are summarized in Paragraph 2.1.3, "Backflow Preventers" and "Appendix A" of this document.

2.14 RECORD DRAWINGS

2.14.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

Location of all valves, service lines, fittings, and fire hydrants using at least two ties to permanent points (manholes, curbs, or storm water inlets). An acceptable station and offset system may be used for service lines and fittings only.

Location of mains from property easement lines or edge of pavement at intervals of 300 feet.

Elevations to the top of the water line at intervals of 300 feet and at all drainage and sewer main crossings. Benchmark to be shown on record drawings.

Separation between reclaimed water or force mains and water mains, if they are installed within 10 feet of water mains.

Water main material and distance of mains from buildings or structures within 20 feet of the water main.

Distance from hydrant to hydrant valve.

Pertinent easement information.

A minimum of two (2) northings and eastings geographic coordinates.

Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawings survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by City staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines will be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-555.900(9) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files in .DWG format (AutoCAD 2013 or higher).

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 3 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
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CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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2	CITY COMMENTS 08/19/20
1	CITY COMMENTS 08/10/2020 08/13/20
0	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO. 11453.02

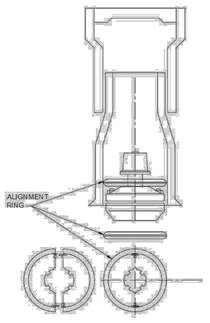
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SHEET 27 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

ALIGNMENT RING



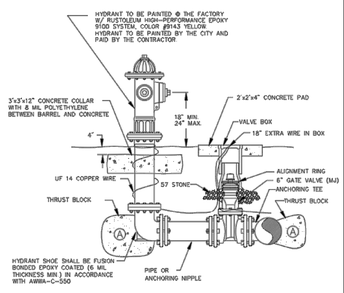
NOTES:
1. FOR ALL VALVES REGARDLESS OF SIZE AND DEPTH.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

ALIGNMENT RING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: ALIGNMENT RING	

FIRE HYDRANT DETAIL



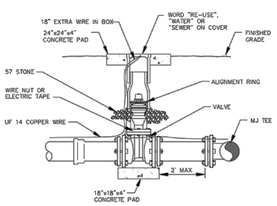
NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 1B-UL THPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE "FIRE HYDRANTS" SPECIFICATIONS.
5. PAINT PAID BY THE CONTRACTOR.

(A) REFER TO THRUST BLOCK NOTES AND DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

FIRE HYDRANT DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: FIRE HYDRANT DETAIL	



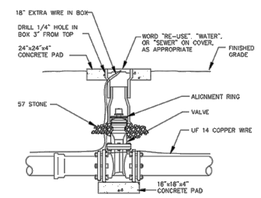
NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

GATE VALVE AND FITTING DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & FITTING DETAIL	

GATE VALVE AND VALVE BOX DETAIL



NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENSION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.

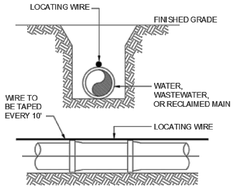
THIS DETAIL APPLIES TO ALL BURIED VALVES.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

GATE VALVE AND VALVE BOX DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

LOCATING WIRE DETAIL



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (UF 14 COPPER WIRE) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE "LOCATING WIRE" SPECIFICATIONS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

LOCATING WIRE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LOCATION WIRE DETAIL	

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	151	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:

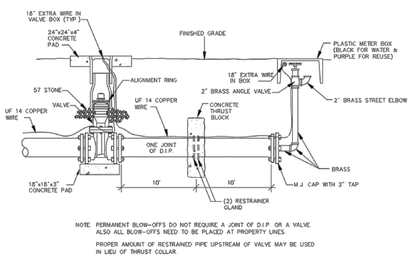
   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: RESTRAINED PIPE TABLE WATER AND RECLAIMED	

BLOW-OFF DETAIL 1



NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OR A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

PROPER AMOUNT OF RESTRAINED PIPE UPSTREAM OF VALVE MAY BE USED IN LIEU OF THRUST COLLAR.

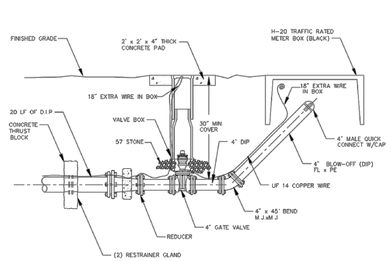
2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 1

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 3
ACAD NAME: BLOW OFF DETAIL 1	

BLOW-OFF DETAIL 2



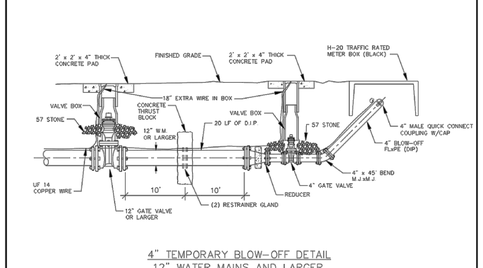
4" PERMANENT BLOW-OFF FOR 12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 2

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 3
ACAD NAME: BLOW OFF DETAIL 2	

BLOW-OFF DETAIL 3



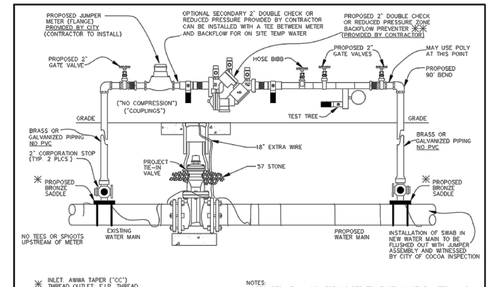
4" TEMPORARY BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 3

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: BLOW OFF DETAIL 3	

JUMPER METER ASSEMBLY



INLET ANNA TAPER ("CC") THREAD OUTLET F.I.P. THREAD

BACKFLOW PREVENTERS TO BE TESTED AFTER INSTALLATION. CONTRACTOR TO PROVIDE TEST RESULTS TO INSPECTORS.

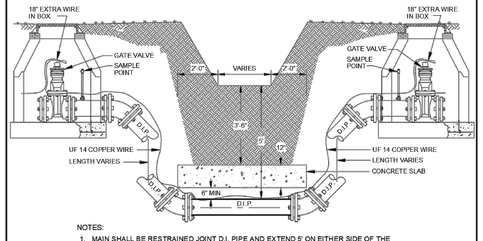
NOTES:
1. REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED WATER MAIN IMPROVEMENTS.
2. ONLY EXCEPTION TO JUMPER AND METER ASSEMBLY IS INSTALLATION OF FIRE HYDRANT WHERE AN ANCHORING NIPPLE IS USED.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

JUMPER METER ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: JUMPER METER ASSEMBLY	

CANAL OR DRAINAGE DITCH CROSSING



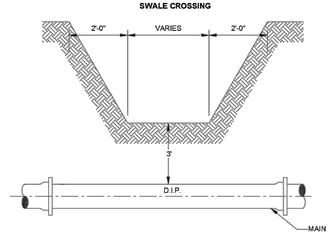
NOTES:
1. MAIN SHALL BE RESTRAINED JOINT D.I. PIPE AND EXTEND 5' ON EITHER SIDE OF THE DRAINAGE DITCH.
2. CONCRETE SLAB SHALL BE 2' WIDER THAN THE PIPE O.D. AND A MINIMUM WIDTH OF 6'.
3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.
4. PER FDEP, ISOLATION VALVE CLOSEST TO THE WATER SOURCE WILL HAVE TWO PERMANENT TAPS AND WILL BE IN A MANHOLE.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

CANAL OR DRAINAGE DITCH CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: CANAL OR DRAINAGE DITCH CROSSING	

SWALE CROSSING



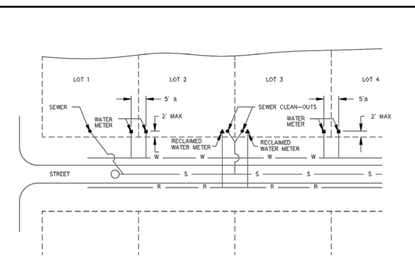
NOTES:
1. MAIN SHALL BE A CONTINUOUS LENGTH OF D.I. PIPE TO EXTEND 2 FEET MINIMUM EITHER SIDE OF THE DRAINAGE SWALE.
2. IF 1 OR MORE JOINTS OF PIPE IS REQUIRED, JOINT MUST BE RESTRAINED.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

SWALE CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SWALE CROSSING	

TYPICAL LOT SERVICE LINE LOCATION

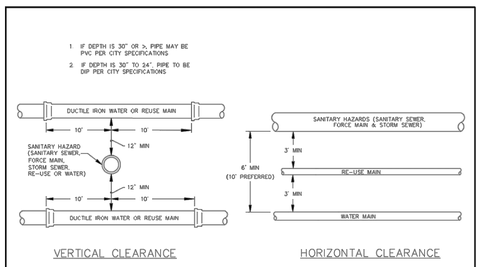


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL LOT SERVICE LINE LOCATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL LOT SERVICE LINE LOCATION	

TYPICAL REQUIRED SEPARATION



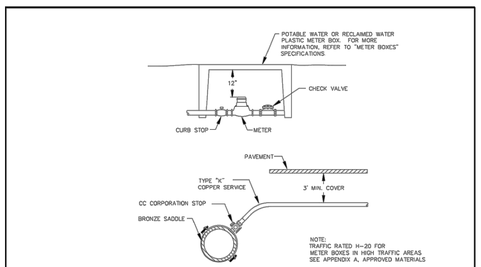
PER FDEP 62-555.314

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL REQUIRED SEPARATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL REQUIRED SEPARATION	

TYPICAL 3/4"- 2" SERVICE LINE

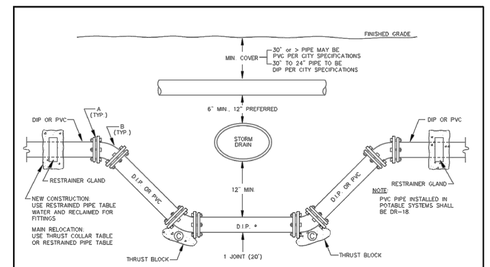


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL 3/4"- 2" SERVICE LINE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL SERVICE LINE	

STORM DRAIN CROSSING



A—RESTRAINED JOINT
B—45° BEND (MJ)

* ALL PIPING UNDER STORM DRAINAGE TO BE DIP PER CITY SPECIFICATIONS
ALL PIPE CLEARANCES TO BE PER FDEP SPECIFICATIONS (CHAPTER – 62 – 610 FAC)

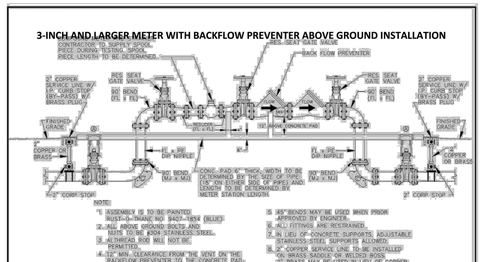
PER FDEP 62-555.314

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

STORM DRAIN CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: STORM DRAIN CROSSING	

3-INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

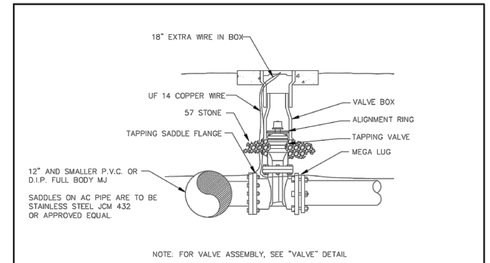


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: 3"IN AND LARGER METER WITH BACKFLOW PR	

TAPPING SADDLE AND VALVE



NOTE: FOR VALVE ASSEMBLY, SEE "VALVE" DETAIL

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TAPPING SADDLE AND VALVE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TAPPING SADDLE AND VALVE	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
	DATE: 07/13/20
	DESIGN/DRAWN: SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER DETAILS

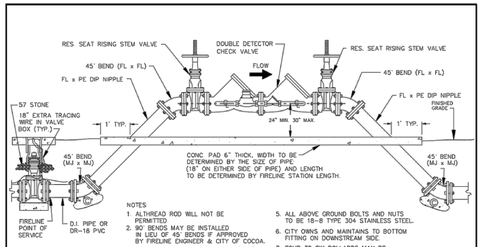
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_028

SHEET
28 of 35

H:\Projects Folder\11453.02\Drawings\1145302_400\1145302_400_018-029.dwg August 21, 2020 3:41:32 PM RB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

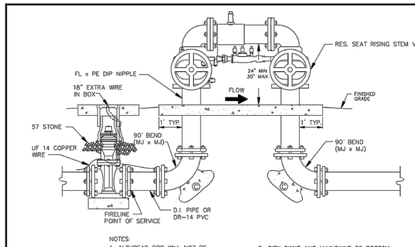


NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED
2. 90° BENDS MAY BE INSTALLED IN LIEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER & CITY OF COCOA.
3. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
4. ASSEMBLY TO BE PAINTED RUST-OLEUM 9400 SYSTEM (RED) BY THE CITY, PAID FOR BY THE CONTRACTOR.
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
6. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
7. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
8. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE
© REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE CHECK DETECTOR ASSEMBLY	

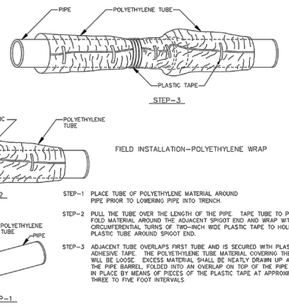


NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
6. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE
7. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.
© REFER TO "THRUST BLOCK" NOTES & DETAILS

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: N PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	



FIELD INSTALLATION—POLYETHYLENE WRAP

STEP-1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

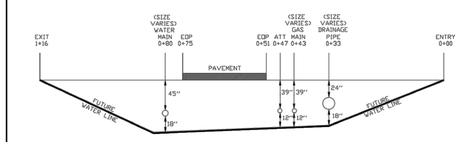
STEP-2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE CIRCUMFERENTIAL TURNS OF TWO-INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

STEP-3 ADJACENT TUBE OVERLAPS FIRST TUBE AND IS SECURED WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE WILL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED INTO AN OVERLAP ON TOP OF THE PIPE AND HELD IN PLACE BY MEANS OF PIECES OF THE PLASTIC TAPE AT APPROXIMATELY THREE TO FIVE FOOT INTERVALS

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

POLYETHYLENE WRAP

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1OF 1
ACAD NAME: POLY WRAP	



NOTES:
1. BORE PLAN TO SHOW SIZE, DEPTH, AND LOCATION OF ALL UTILITIES.
2. BORE PLAN TO BE IN ACCORDANCE WITH LATEST TECHNICAL PROVISIONS.
3. BORE PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO ANY CONSTRUCTION.
4. DEPTH OF BORE PER BREVARD COUNTY OR FDOT JURISTICTION.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

TYPICAL BORE PLAN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1OF 1
ACAD NAME: TYPICAL BORE PLAN	

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F. THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

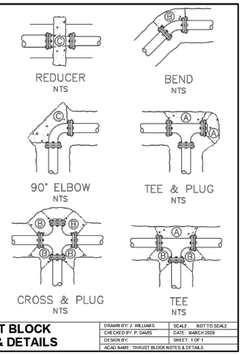
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1-1/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B(22-1/2)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-1/4	14-1/2	25-1/4	39

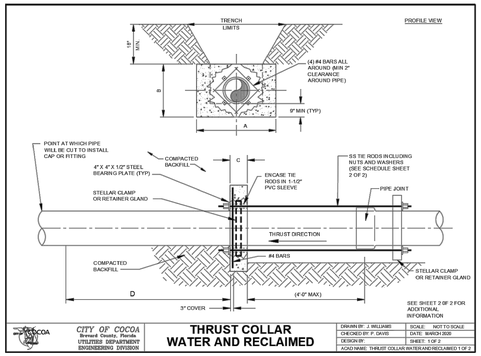
THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST BLOCK NOTES & DETAILS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: THRUST BLOCK NOTES & DETAILS	



SEE SHEET 2 OF 2 FOR ADDITIONAL INFORMATION

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2	

SCHEDULE OF DIMENSIONS AND MATERIALS

PIPE SIZE (INCHES)	DIMENSIONS (FT.) A	B	C	D	TIE RODS REQ'D DIA. (in.)	NO.
4	2.0	2.0	1.0	2.0	3/4	2
6	2.0	2.0	1.0	4.0	3/4	2
8	3.0	3.0	1.0	5.0	3/4	2
10	4.0	3.0	1.0	8.0	3/4	4
12	5.0	3.0	1.0	10.0	3/4	4
16	*	*	*	*	*	*
20	*	*	*	*	*	*
24	*	*	*	*	*	*

NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING. SOIL DENSITY ASSUMED 120 PCF. SOIL COHESION 250

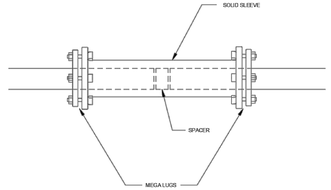
NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. TIE RODS TO BE 3/4" SS 18-8 TYPE 304.

* TO BE DESIGNED BY ENGINEER OF RECORD.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

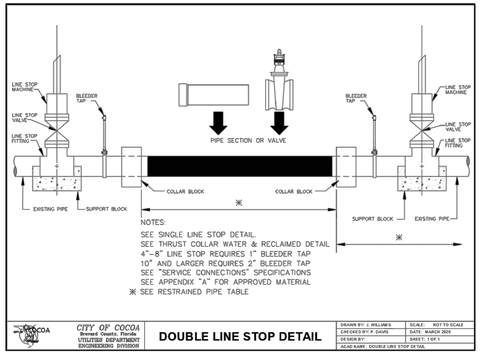
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 2 OF 2	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

SOLID SLEEVE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SOLID SLEEVE DETAIL	

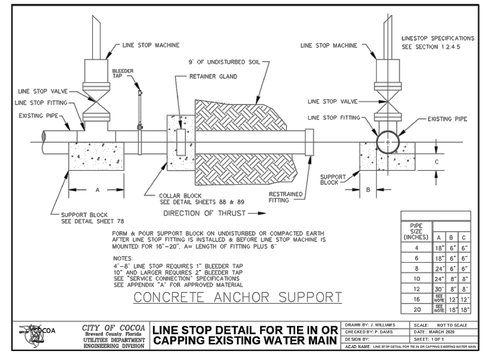


NOTES:
SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"-8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTIONS" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL
* SEE RESTRAINED PIPE TABLE

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE LINE STOP DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE LINE STOP DETAIL	



FORM & POUR SUPPORT BLOCK ON UNDISTURBED OR COMPACTED EARTH AFTER LINE STOP FITTING IS INSTALLED & BEFORE LINE STOP MACHINE IS MOUNTED FOR 16"-20". A= LENGTH OF FITTING PLUS 6'

NOTES:
4"-8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTION" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL

CONCRETE ANCHOR SUPPORT

PIPE SIZE (INCHES)	A	B	C
4	18"	6"	6"
6	18"	6"	6"
8	24"	6"	6"
10	24"	8"	8"
12	30"	8"	8
16	40" MIN.	12"	12
20	48" MIN.	18"	18"

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
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PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
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SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER DETAILS

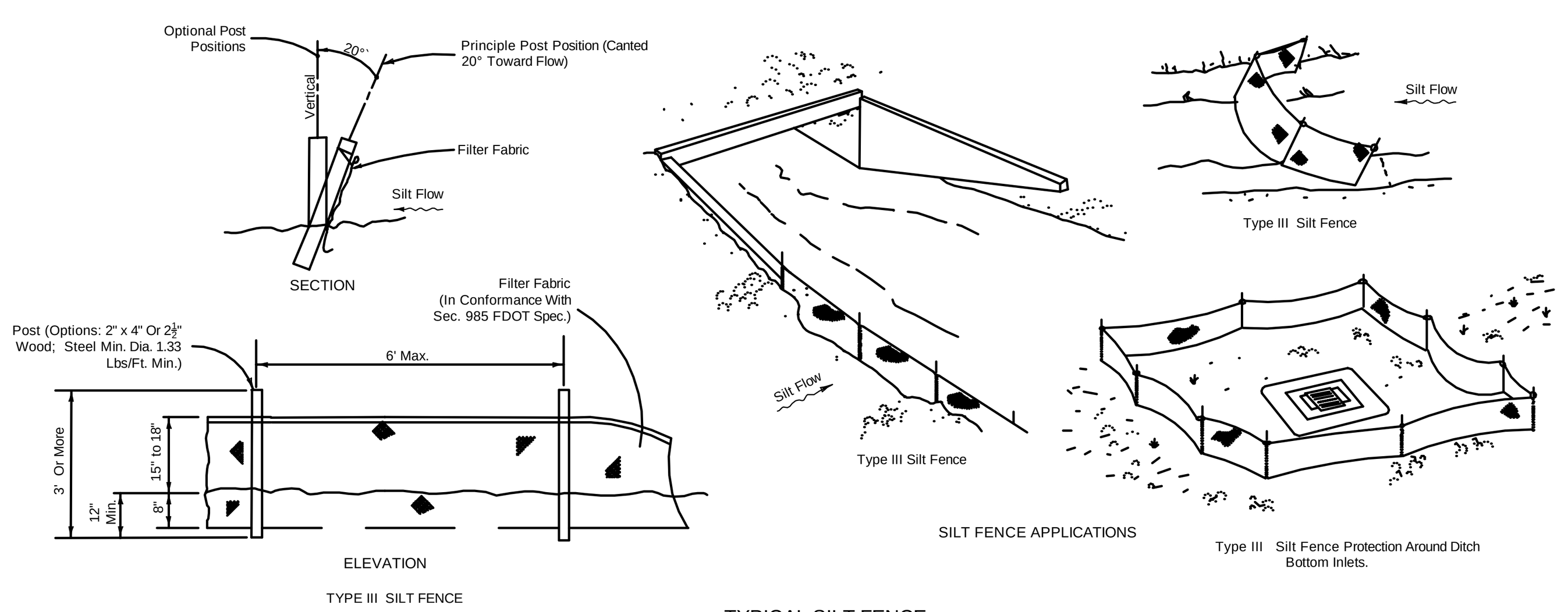
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_029

SHEET
29 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



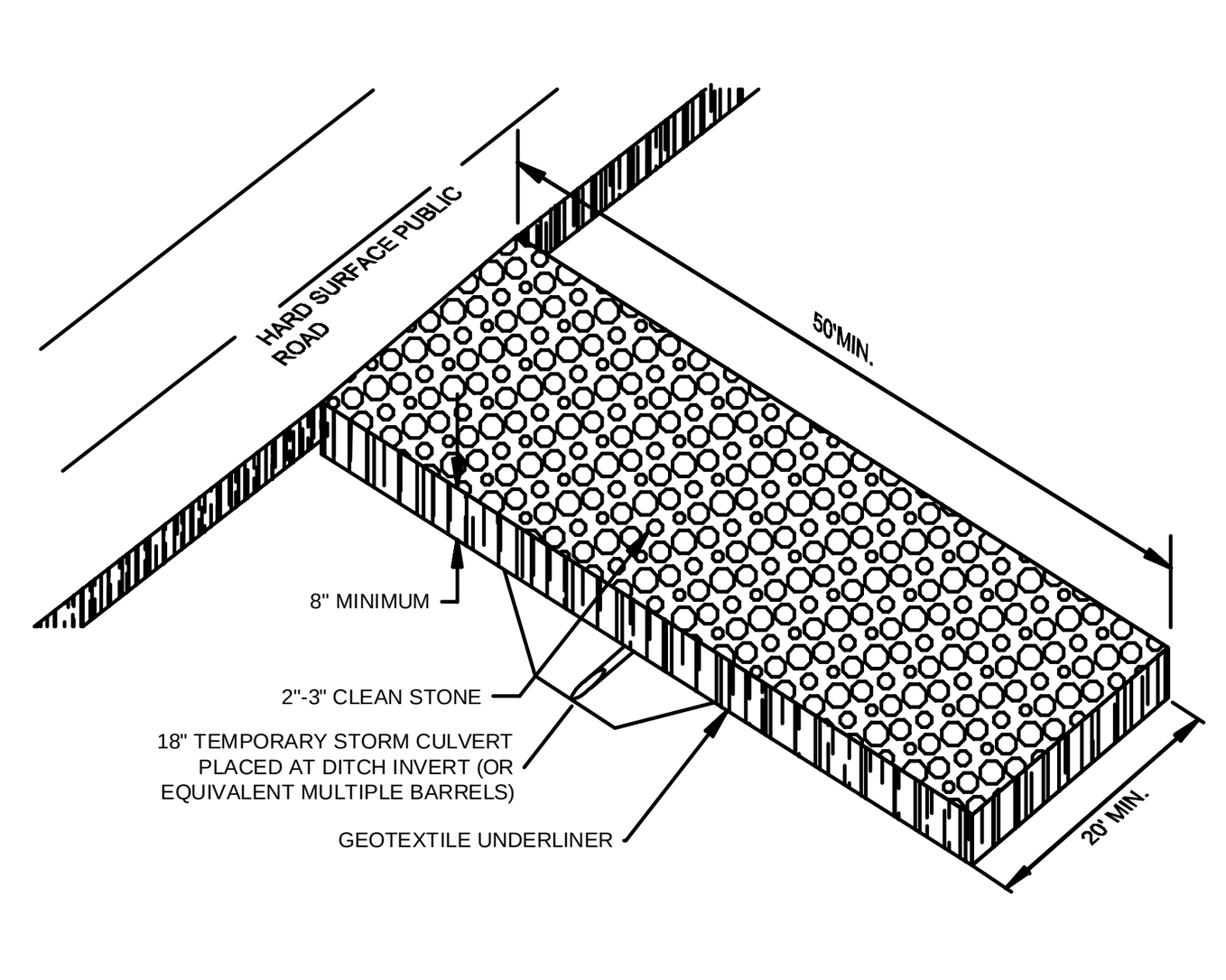
TYPICAL SILT FENCE

N.T.S.

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).

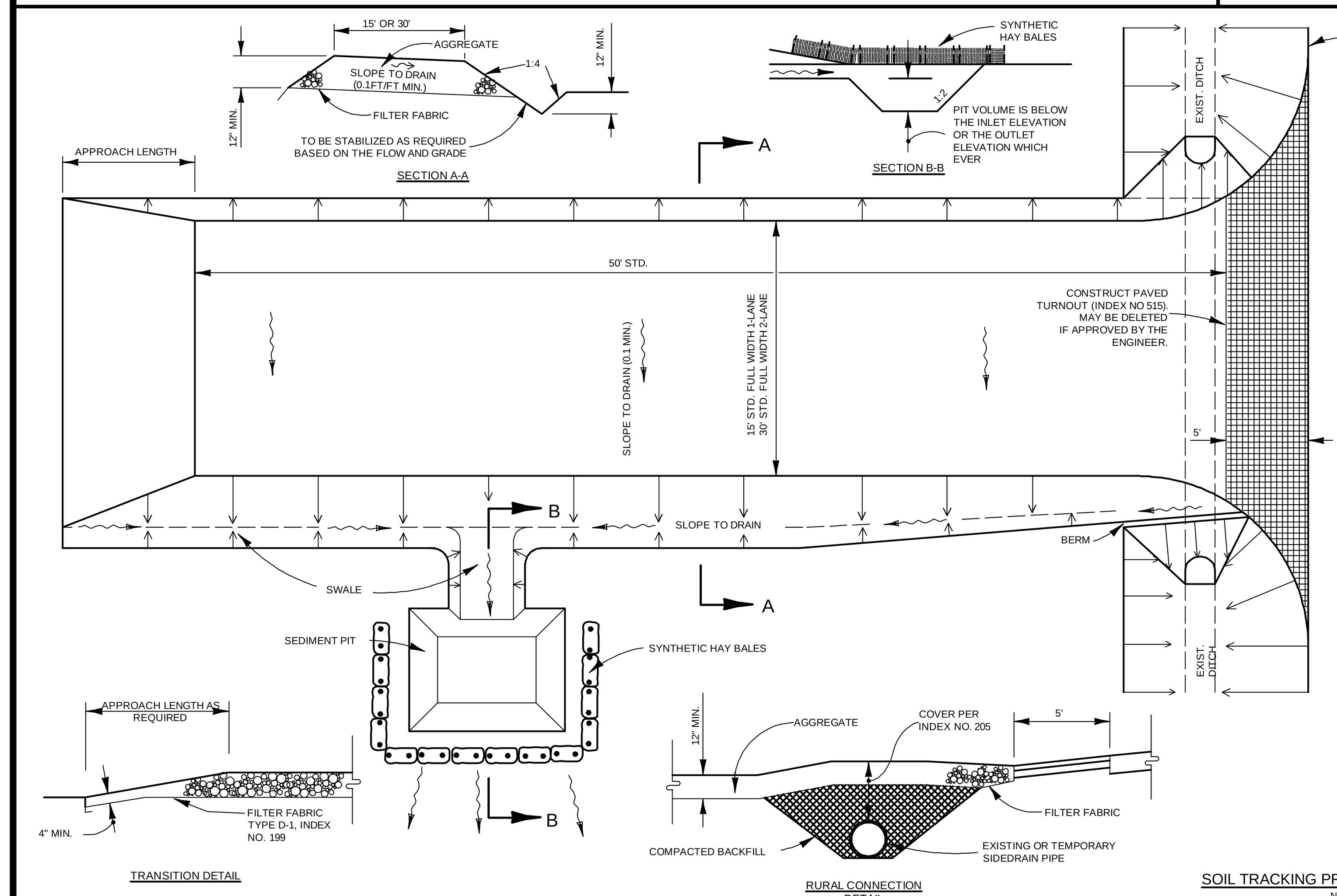
FIGURE 1



CONSTRUCTION ENTRANCE

NTS

FIGURE 2



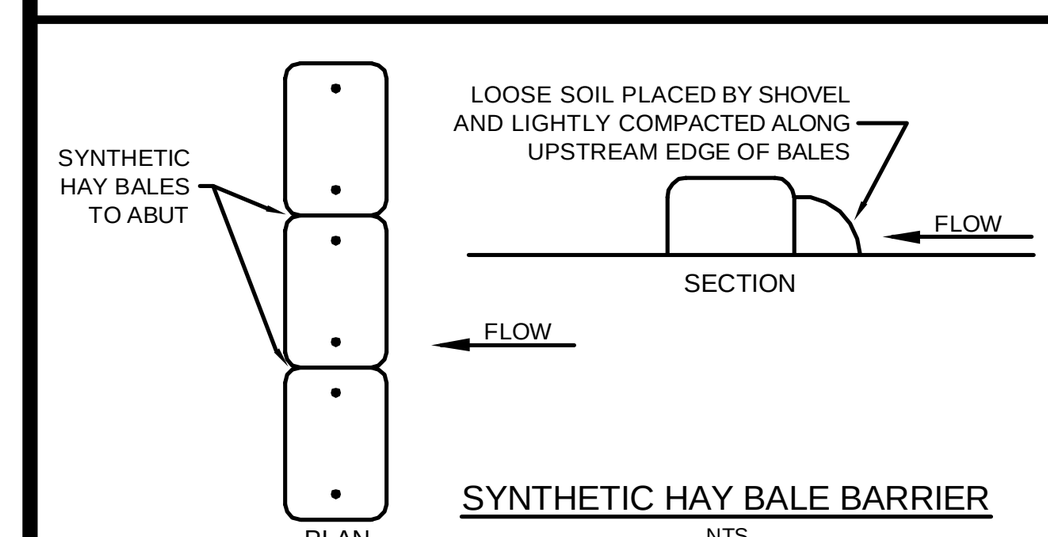
GENERAL NOTES

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATION DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED 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 TP LIMIT AND DIRECT VEHICULAR EGRESS ACROSS 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 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 ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
15' X 50' = 100 CU. FT. 30' X 50' = 200 CU. FT.
6. 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 THE SWALE IS USED, SYNTHETIC HAY BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.
7. THE SWALE DITCH DRAINING THE STPD SHALL HAVE A 0.2% MINIMUM AND A 0.1% MAXIMUM GRADE ALONG THE STPD AND TO THE SEDIMENT PIT.
8. MITERED AND SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.
9. 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 IN USE) 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.
10. 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 PIPE (INCLUDING MES 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 THE PUBLIC ROADS, GRASSING AND SOD, SYNTHETIC HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BAILED, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.
11. THE NOMINAL SIZE OF A STANDARD STPD IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE PLANS. IF THE VOLUMES 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.

SOIL TRACKING PREVENTION DEVICE

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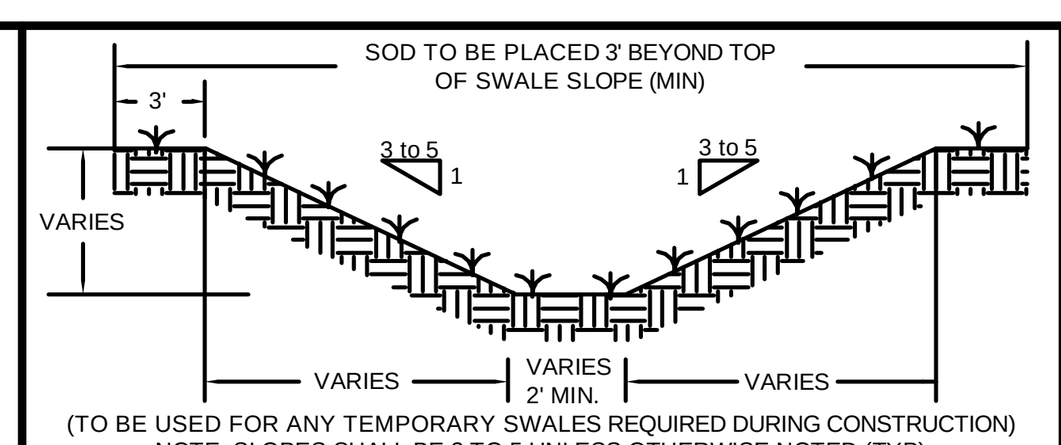
FIGURE 2A



SYNTHETIC HAY BALE BARRIER

NTS

FIGURE 3

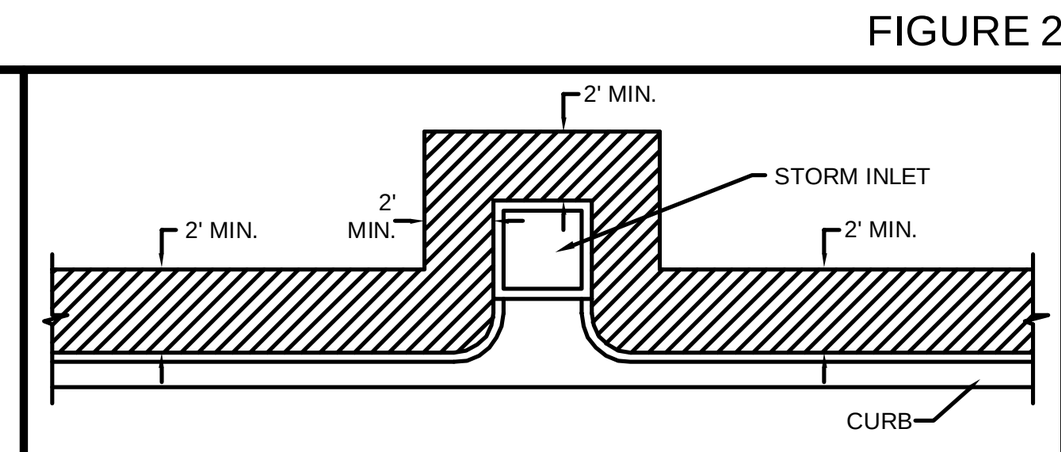


(TO BE USED FOR ANY TEMPORARY SWALES REQUIRED DURING CONSTRUCTION)
NOTE: SLOPES SHALL BE 3 TO 5 UNLESS OTHERWISE NOTED (TYP)

TYPICAL SWALE SECTION

N.T.S.

FIGURE 4

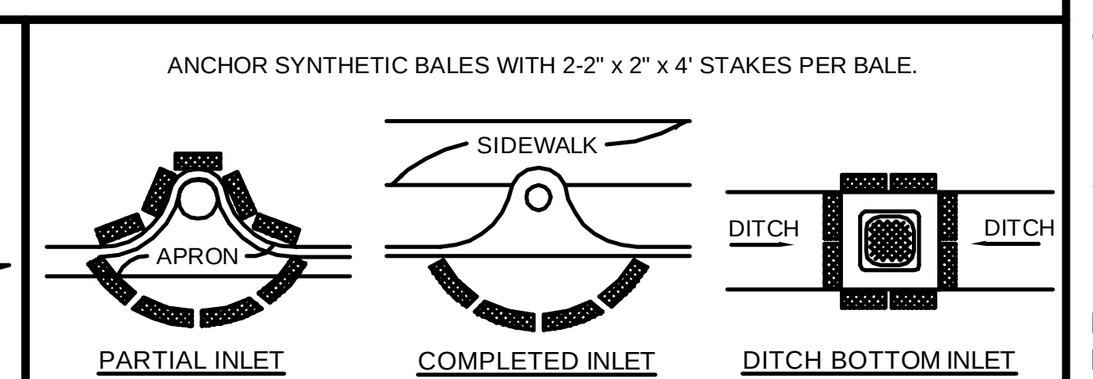


SOD ALONG CURB AND AROUND INLET

N.T.S.

FIGURE 5

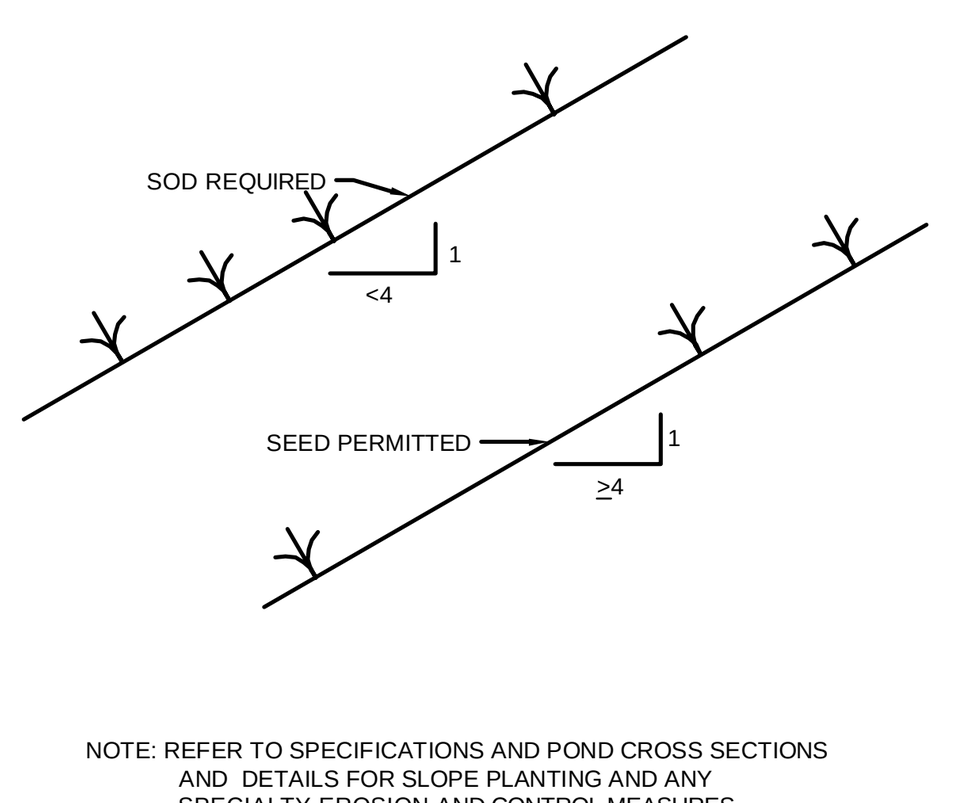
ANCHOR SYNTHETIC BALES WITH 2-2" x 2" x 4' STAKES PER BALE.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES:SYNTHETIC HAY BALES

N.T.S.

FIGURE 6

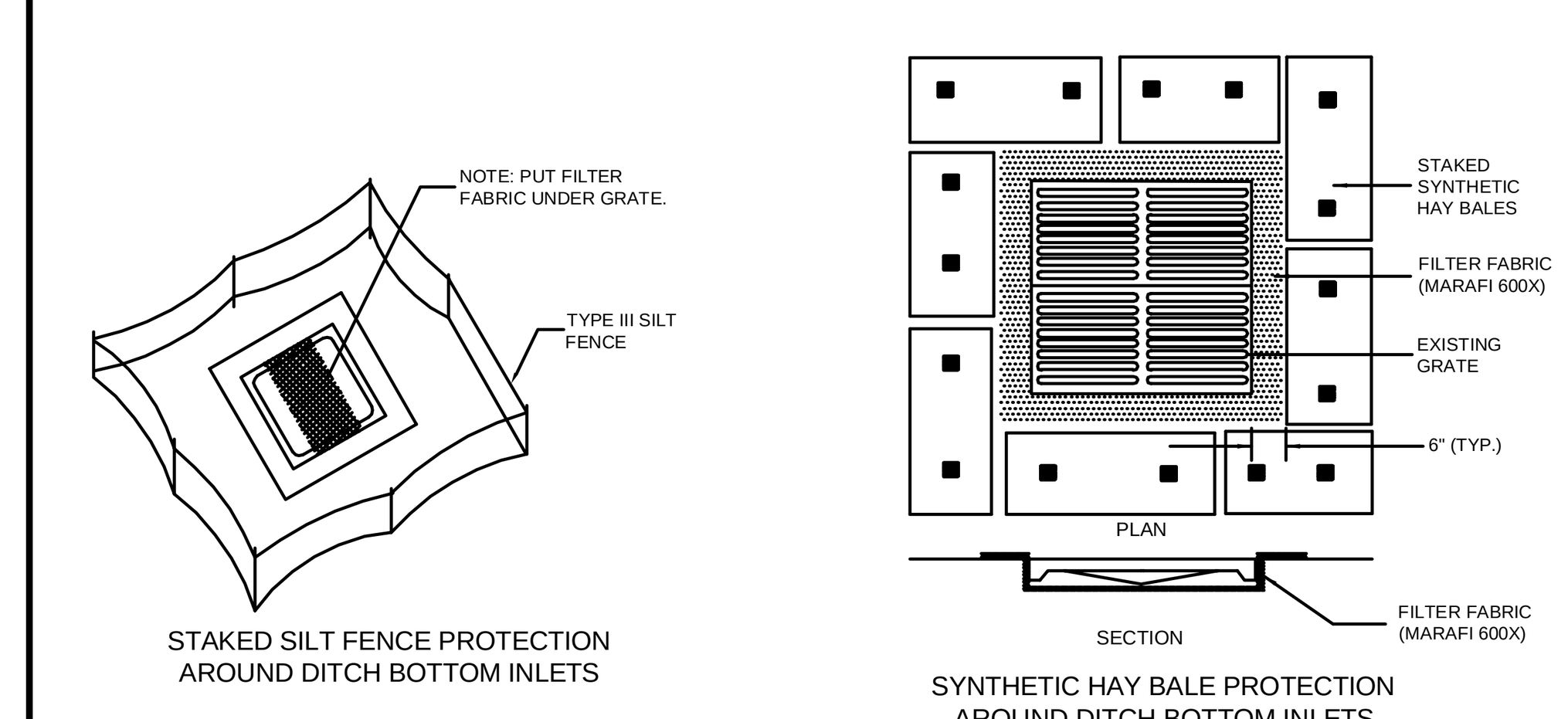


NOTE: REFER TO SPECIFICATIONS AND POND CROSS SECTIONS AND DETAILS FOR SLOPE PLANTING AND ANY SPECIALTY EROSION AND CONTROL MEASURES

GRASS SLOPES

N.T.S.

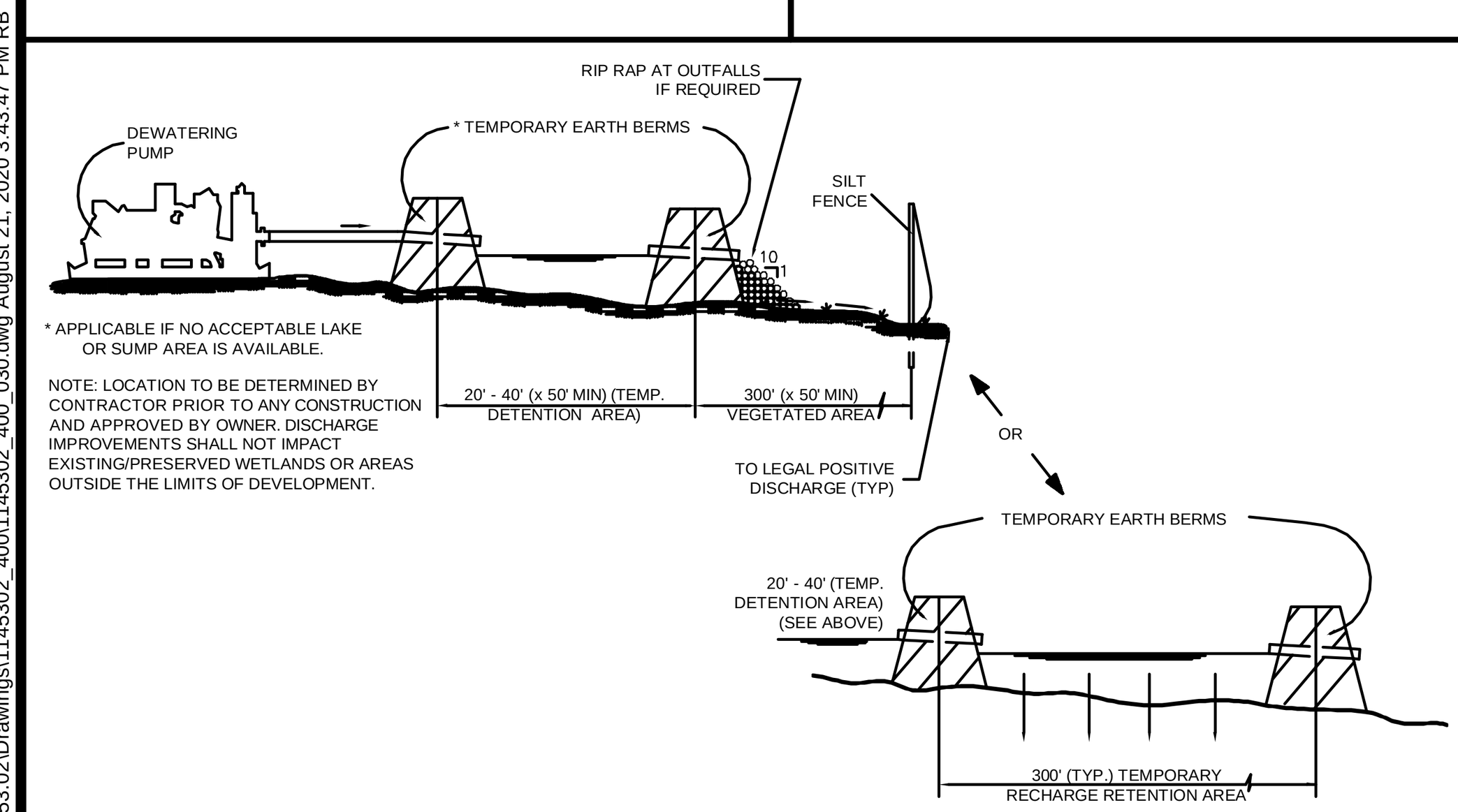
FIGURE 7



SEDIMENT CONTROL DETAIL

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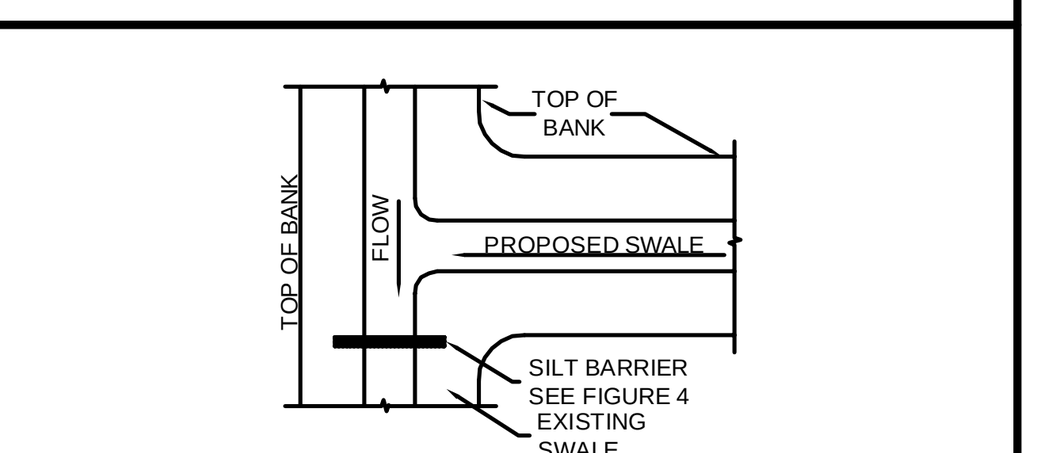
FIGURE 8



TYPICAL DEWATERING DISCHARGE PLAN

NTS

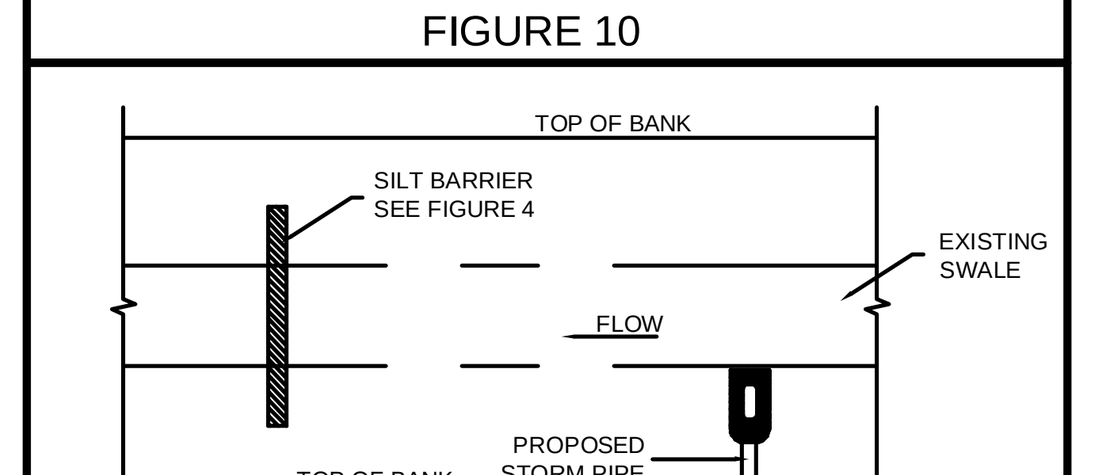
FIGURE 9



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

N.T.S.

FIGURE 10



SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

N.T.S.

FIGURE 11

NOTE: SEE ** STORMWATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE BREVARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 17-25, F.A.C., AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 1 GENERAL EROSION CONTROL

GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.

CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SLOPES OF BANKS OF RETENTION / DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL UNLESS SPECIFIED OTHERWISE.

SOD SHALL BE PLACED IN A MINIMUM OF A 2- FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS SHOWN IN FIGURE 5 OR AS REQUIRED BY THE LANDSCAPE PLAN OR CONTRACT DOCUMENTS. SOD SHALL BE PLACED BEFORE SILT BARRIERS, SHOWN IN FIGURE 8, ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP'S AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.

EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FIGURES 5,6, AND 8. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BROAD DIKES, SYNTHETIC HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ABSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERECTED AS SHOWN PRIOR THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE TEMPORARY LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP'S WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM:

BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1 EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

SWPPP COORDINATOR DUTIES

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE EPA, FDEP, SJRWMD, AND BREVARD COUNTY REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING:
   DATES WHEN MAJOR GRADING ACTIVITIES OCCUR.
   DATES WHEN CONSTRUCTION ACTIVATES TEMPORARILY CEASE ON A PORTION OF THE SITE.
   DATES WHEN STABILIZATION MEASURES ARE INITIATED ON SITE.
   RECORDS MUST BE MAINTAINED AT THE JOB SITE.
2. PREPARE INSPECTION REPORTS SUMMARIZING:
   QUALIFICATIONS OF INSPECTOR.
   DAILY RAINFALL TOTALS.
   MEASURES/AREAS INSPECTED.
   CHANGES NECESSARY TO THE SWPPP.
   INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS; AND AFTER RAINFALL EVENTS EXCEEDING 1/2" INTENSITY.
3. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
4. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION, AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
5. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR):
   NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802.
   NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS.
   MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS.
6. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO:
   COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA, ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN AFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS.
   PREVENT REOCCURRENCE OF REPORTABLE QUANTITY RELEASES HAZARDOUS MATERIAL, OIL, AND OR FUEL.
7. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT; THREE RING BINDERS OR EQUIVALENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.
9. ALL FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE APPLIED, STORED, AND DISPOSED OF PER THE MANUFACTURER RECOMMENDATIONS.
10. CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS.

GENERAL MAINTENANCE PLAN

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

SHORT TERM:

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND/OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFFSITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

LONG TERM:

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE RESTABILIZED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

GENERAL CONSTRUCTION - SEQUENCING PLAN

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORM WATER CONTROLS WILL BE CONDUCTED. REVIEWS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL SEDIMENT CONTROLS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STORM DRAIN WITH STABILIZED INLET PROTECTION AT THE CONSTRUCTION ENTRANCE/EXIT.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/EXIT.
7. COMPLETE SITE CLEARING EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
8. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED).
   BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
9. FINISH THE SLOPES AROUND BUILDING DIRT PADS AS SOON AS ROUGH GRADING IS COMPLETE.
10. COMPLETE FINAL GRADING FOR ROADS AND STABILIZE WITH APPROVED MATERIAL.
11. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
12. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS, AND CORRECTED IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

GENERAL SITE INFORMATION

SITE DESCRIPTION:
SINGLE FAMILY DEVELOPMENT WITH ASSOCIATED DRAINAGE AND UTILITIES

TOTAL AREA: ±62.4 ACRES

DISTURBED AREA: ±32.55 ACRES

QUALITY RECEIVING SURFACE WATERS AND WETLANDS: WETLAND

EXISTING SOIL TYPES:
ANCLOTE SAND, BASINGER SAND, EAU GALLIE SAND, MALABAR SAND, MYAKKA SAND, PINEDA SAND, TERRA CEIA MUCK

STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH PAVEMENT OR VEGETATION.

SOIL STABILIZATION:
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS OR PAVEMENT.

NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTORS OPERATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.

SPECIAL NOTICE:

THE CERTIFICATIONS BELOW ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. OFFICIAL EXECUTED CERTIFICATIONS ARE KEPT IN THE PROJECT FILE.

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME:..___________________________
TITLE:...___________________________
COMPANY NAME:.......................___________________________
COMPANY ADDRESS:.................___________________________
COMPANY PHONE #:.................(___) ___-____
PROJECT SITE DESCRIPTION:....

SIGNATURE:____

DATE OF CERTIFICATION:______________________________

ENGINEERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:.. Scott M. Glaubitz, P.E./Hassan Kamal, P.E.
TITLE:.. President/Vice President
COMPANY NAME...................... B.S.E. Consultants, Inc.
COMPANY ADDRESS:.............. 312 S. Harbor City Blvd., Suite 4
Melbourne, Florida 32901
COMPANY PHONE #:.................(321) 725-3674
PROJECT SITE DESCRIPTION:....

SIGNATURE:___________________________________

DATE OF CERTIFICATION:________________________

CORPORATE OFFICERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

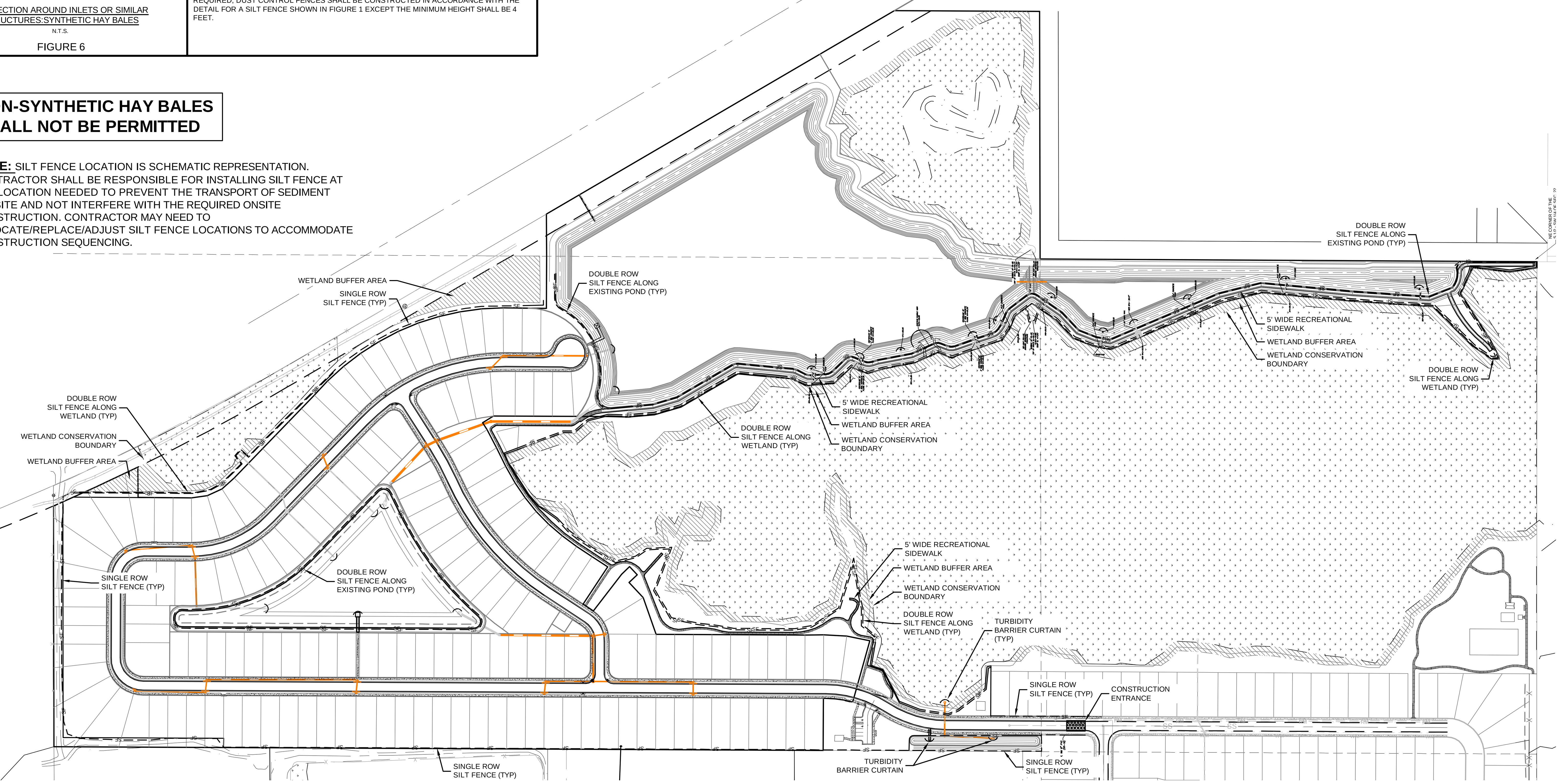
NAME:.......................................
TITLE:..
COMPANY NAME........................
COMPANY ADDRESS:.................
COMPANY PHONE #:.................
PROJECT SITE DESCRIPTION:....

SIGNATURE:___________________________________

DATE OF CERTIFICATION:________________________

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

NOTE: SILT FENCE LOCATION IS SCHEMATIC REPRESENTATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SILT FENCE AT THE LOCATION NEEDED TO PREVENT THE TRANSPORT OF SEDIMENT OFFSITE AND NOT INTERFERE WITH THE REQUIRED ONSITE CONSTRUCTION. CONTRACTOR MAY NEED TO RELOCATE/REPLACE/ADJUST SILT FENCE LOCATIONS TO ACCOMMODATE CONSTRUCTION SEQUENCING.



200 0 100 200
(IN FEET)

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

9		
8		
7		
6		
5		
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3	CITY COMMENTS	08/19/20
2	CITY COMMENTS 08/10/2020	08/13/20
1	CITY COMMENTS 07/24/2020	07/31/20

DATE: 07/13/20
DESIGN/DRAWN: SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_030

SHEET
30 of 35

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY 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 SECTION 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 ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED:
   a. A PUBLIC EASEMENT 10.00 FOOT WIDE, ACROSS THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PRIVATE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT, IS RESERVED FOR THE INSTALLATION OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE REAR AND SIDES OF EACH LOT. IN THE EVENT THAT ONE OR MORE LOTS, OR PARTS OF ONE OR MORE LOTS ARE USED AS A SINGLE BUILDING SITE, ONLY THE EXTERIOR BOUNDARIES OF THE BUILDING SITE SHALL CARRY THE SIDE EASEMENTS.
   c. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS FOR INGRESS/EGRESS OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   d. AN EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION OVER AND ACROSS THE PRIVATE RIGHTS-OF-WAY OF TALBOT BOULEVARD AND MORELY DRIVE FOR EMERGENCY ACCESS TO THE STORMWATER POND LOCATED WITHIN TRACT I IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMENDED STIPULATED ORDER OF TAKING NUNC PRO TUNC AND FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3822, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   e. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
8. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
9. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS. NOTWITHSTANDING THE FOREGOING, ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE, OBLIGATED OR REQUIRED IN ANY MANNER TO CONSTRUCT SIDEWALKS IN WHOLE OR PART WITHIN THE LANDS PLATTED HEREUNDER. ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR THE REPLACEMENT OF ANY IRRIGATION FACILITIES OR LANDSCAPING WITHIN THE AREA BETWEEN THE PRIVATE RIGHT-OF-WAY AND THE PRIVATE SIDEWALK EASEMENT THAT MAY BE DAMAGED AS A RESULT OF MAINTENANCE AND REPAIR OF SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
10. TRACT H AND TRACT I ARE HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES.
11. TRACT M-1 IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, OPEN SPACE AND RECREATION AMENITIES.
12. TRACT N IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
13. TRACT O IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
14. TRACT W IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR OPEN SPACE AND RECREATION AMENITIES.
15. TRACT U IS HEREBY DEDICATED TO THE CITY OF COCOA FOR A SANITARY LIFT STATION. THIS TRACT IS INTENDED TO BE CONVEYED TO BREVARD COUNTY BY THE CITY OF COCOA FOR THE OPERATION, MAINTENANCE, AND ACCESS TO THE SANITARY LIFT STATION. UPON TRANSFER OF THIS TRACT TO BREVARD COUNTY, THEY SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT. IN THE EVENT THAT OWNERSHIP OF THIS TRACT IS NOT TRANSFERRED TO BREVARD COUNTY, IT SHALL BE OWNED AND MAINTAINED BY THE CITY OF COCOA.
16. TRACT V IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT V. TRACT V IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
17. THE PRIVATE RIGHTS-OF-WAY FOR TALBOT BOULEVARD AND MORELY DRIVE ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. FOR PRIVATES ROADS, AND ARE SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE BY THE OWNERS OF THE LOTS PLATTED HEREIN, THEIR GUESTS AND INVITEES, ALL PRIVATE AND PUBLIC AGENCIES PROVIDING MAIL DELIVERY, UTILITY SERVICES, PUBLIC SAFETY AND LAW ENFORCEMENT SERVICES AND GOVERNMENTAL SERVICES TO THE LANDS PLATTED HEREIN, PROVIDED FURTHER THAT A NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH SAID PRIVATE RIGHTS-OF-WAY IS DEDICATED TO ALL PUBLIC UTILITY PROVIDERS, INCLUDING BUT NOT LIMITED TO CABLE TELEVISION SERVICE PROVIDERS, FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF THEIR RESPECTIVE FACILITIES WHICH PROVIDE SERVICE TO THE LANDS PLATTED HEREIN.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FOURTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8595, PAGE 1034, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
19. THE TOWER GUY ANCHOR EASEMENT SHOWN ON LOTS 211 AND 212 IS HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF A TOWER GUY ANCHOR AS DEPICTED HEREIN. IN THE EVENT THE EXISTING TOWER GUY ANCHOR SHOWN IS RELOCATED TO AN OFFSITE LOCATION, THIS EASEMENT WILL AUTOMATICALLY TERMINATE AND BE OF NO OTHER FORCE AND EFFECT.
20. THIS PLAT IS SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND COVENANTS AS SHOWN ON THE PLAT OF ADAMSON CREEK PHASE ONE-A, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID		AREA (±PERCENT)	TRACT USE	OWNERSHIP AND MAINTENANCE	COMMON OPEN SPACE CREDIT
H	3.84	6.15%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.84
I	20.80	33.33%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	7.97
M-1	0.16	0.26%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.16
N	0.15	0.24%	UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.15
O	0.14	0.22%	DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.14
U	0.04	0.06%	SANITARY LIFT STATION	CITY OF COCOA	0.00
V	6.85	10.98%	WETLAND PRESERVATION, UPLAND BUFFER AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	2.10
W	0.05	0.08%	OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.05
N/A	24.90	39.90%	RESIDENTIAL DEVELOPMENT (155 LOTS)		0.00
N/A	5.47	8.78%	PRIVATE RIGHT-OF-WAY	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.00
	62.40	100.00%	**TOTAL PUD BOUNDARY PHASE ONE-C**		
		25.00%	REQUIRED OPEN SPACE (25% OF 62.4 AC)		15.60
	176.06		PREVIOUS/ORIGINAL TOTAL PUD BOUNDARY (FROM PHASE ONE-A PLAT)		
	192.96		**REVISED TOTAL PUD BOUNDARY (176.06 AC + 16.90 AC = 192.96 AC)**		
			TOTAL REQUIRED OPEN SPACE (25% OF 192.96 AC)		**48.24**
	176.06		TOTAL PLATTED PUD BOUNDARY PHASE ONE-A		
	30.86		TOTAL PLATTED PUD BOUNDARY PHASE ONE-B		
			PROVIDED COMMON OPEN SPACE (PHASE ONE-C)		14.41
			TOTAL PROVIDED OPEN SPACE		48.24



KEY MAP
N.T.S.



LOCATION MAP
NTS

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/20/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE ONE-C

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owners hereby dedicate to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across the private rights-of-way of Talbot Boulevard and Morely Drive for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance. An easement is hereby dedicated to the City of Cocoa, Florida over and across Talbot Boulevard and Morely Drive, (noted and shown hereon as private rights-of-way), for for the installation and maintenance of public utilities. The roadway easement, drainage facilities and private drainage within the subdivision are not dedicated to, or the responsibility of the City of Cocoa, Florida.

SEAL

By:_____
Daniel J. Liparini, Assistant Secretary

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Daniel J. Liparini, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/28/2020 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Jake Williams, Jr., MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY 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. _____

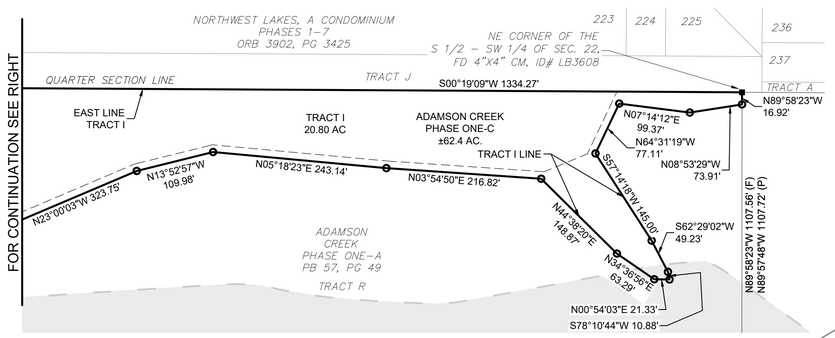
ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

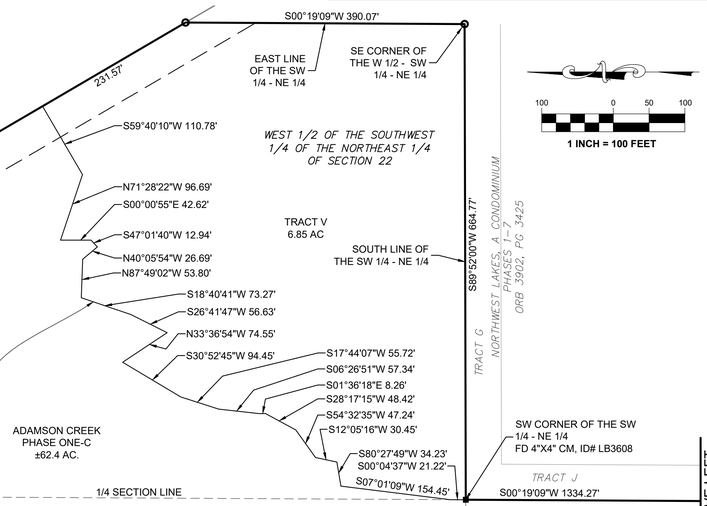
PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

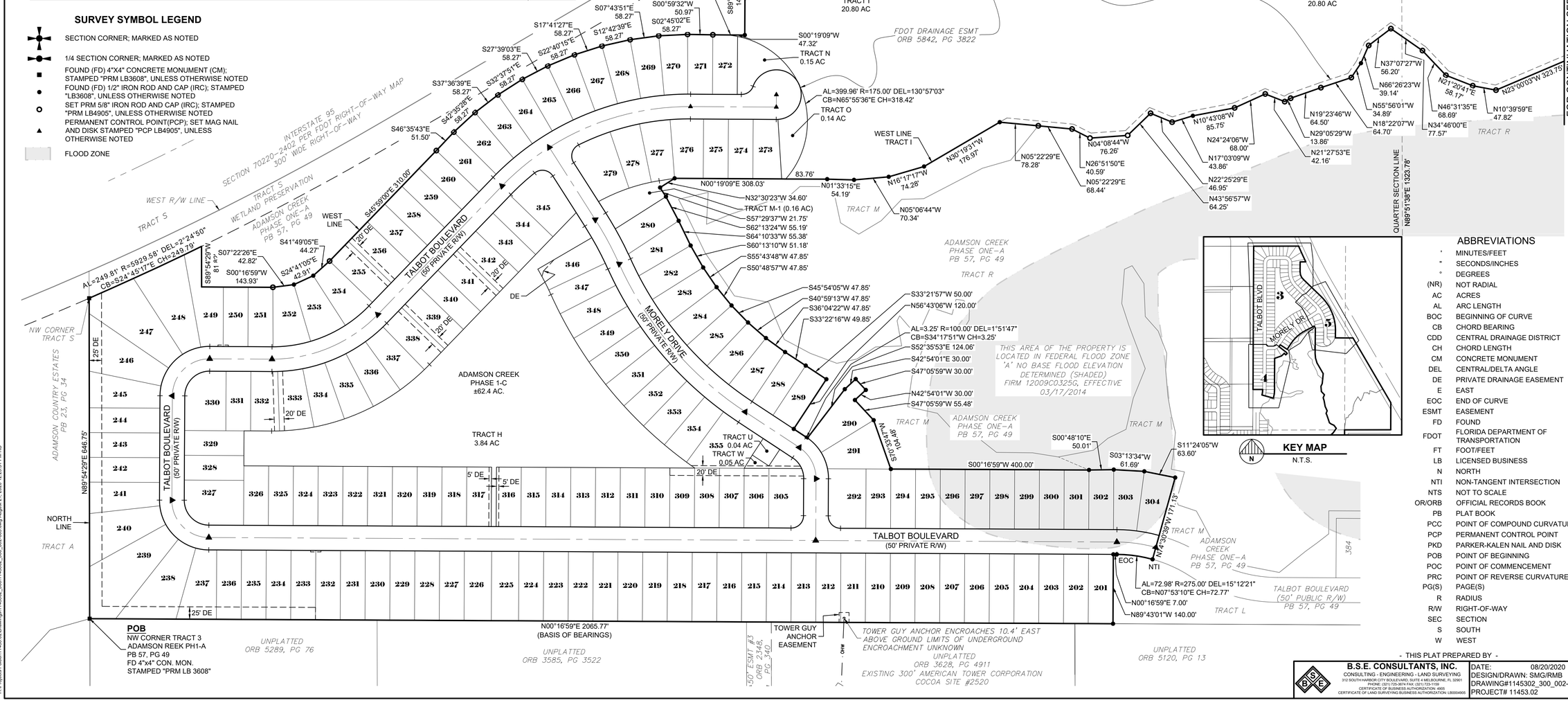
ADAMSON CREEK PHASE ONE-C

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PRELIMINARY PLAT







SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

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ADAMSON CREEK PHASE ONE-C

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PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 3 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

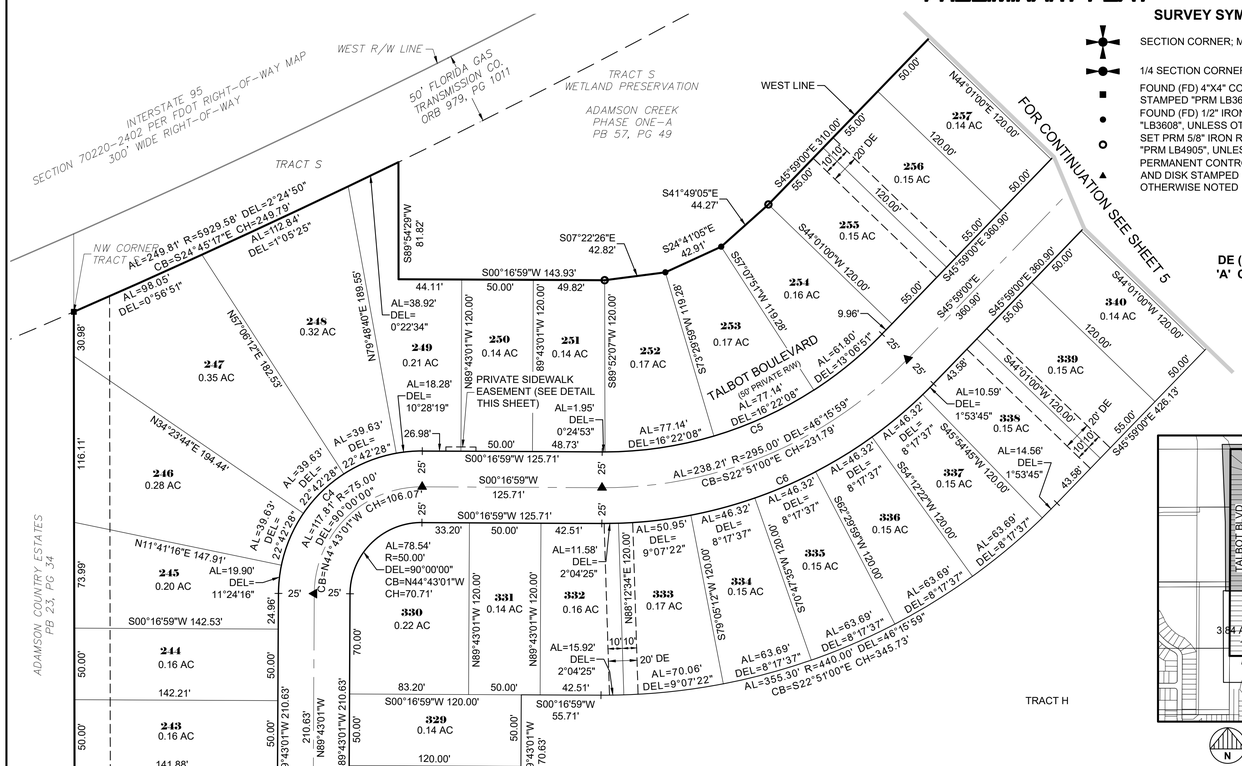
SURVEY SYMBOL LEGEND

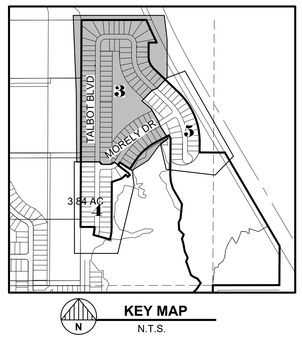
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ABBREVIATIONS

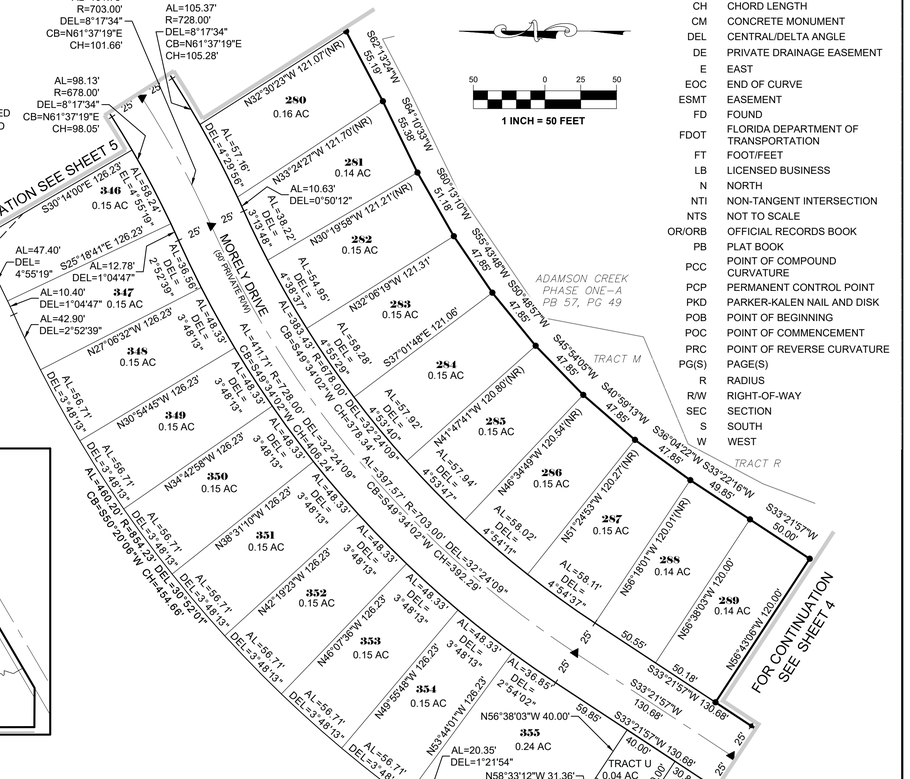
'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
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N	NORTH
NTI	NON-TANGENT INTERSECTION
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OR/ORB	OFFICIAL RECORDS BOOK
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PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
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PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

1 INCH = 50 FEET



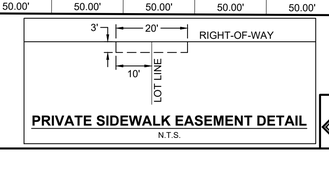


KEY MAP
N.T.S.



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C2	28.86'	50.00'	33°04'27"	N49°54'11"E	28.46
C3	157.08'	100.00'	90°00'00"	S45°16'59"W	141.42

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	157.08'	100.00'	90°00'00"	N44°43'01"W	141.42
C5	218.03'	270.00'	46°15'59"	S22°51'00"E	212.15
C6	258.40'	320.00'	46°15'59"	S22°51'00"E	251.44



PRIVATE SIDEWALK EASEMENT DETAIL
N.T.S.

50' ESMT #3 ORB 2348, PG 340

- THIS PLAT PREPARED BY -

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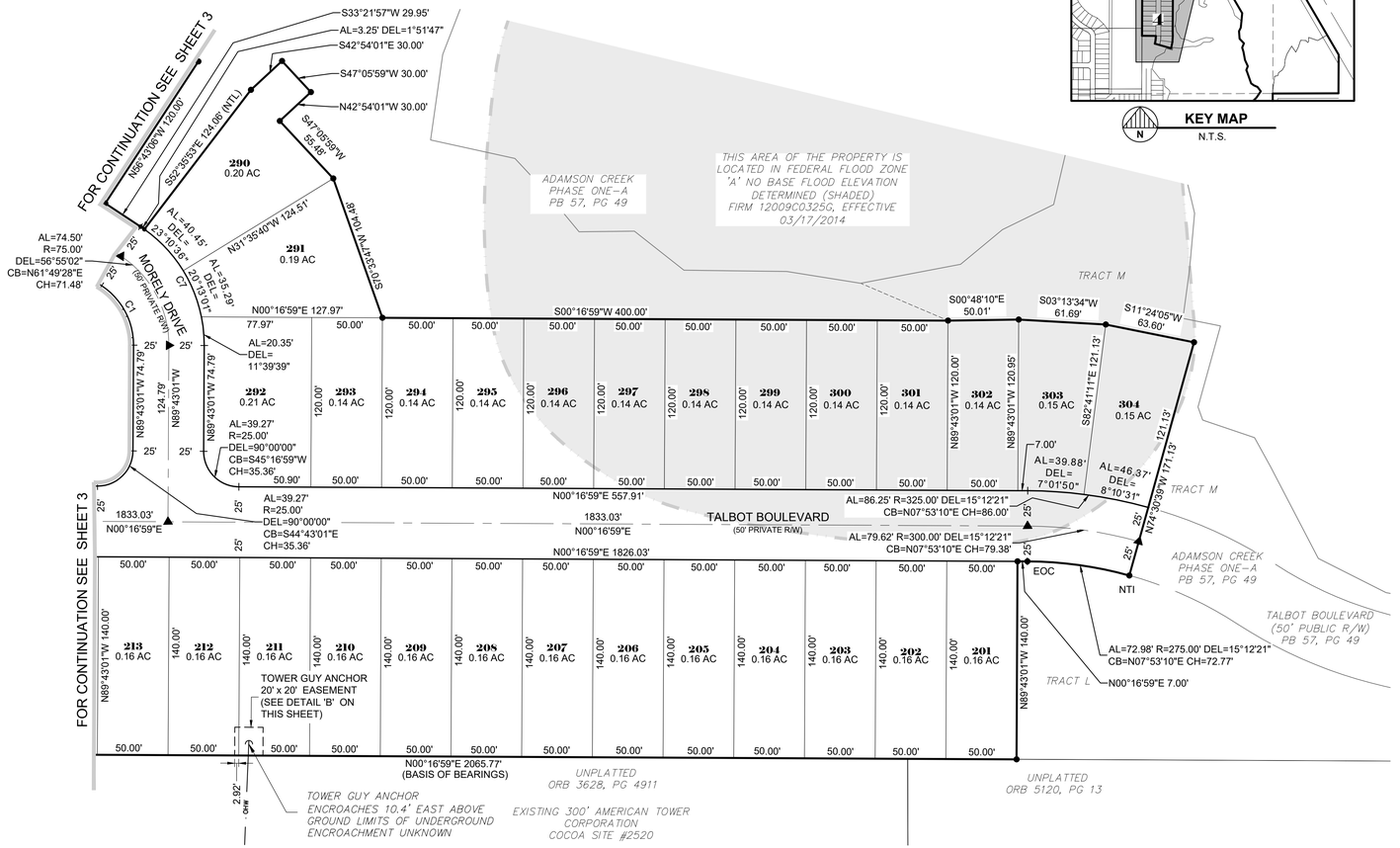
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ADAMSON CREEK PHASE ONE-C

PLAT BOOK _____, PAGE _____
SHEET 4 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

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PRELIMINARY PLAT





SURVEY SYMBOL LEGEND

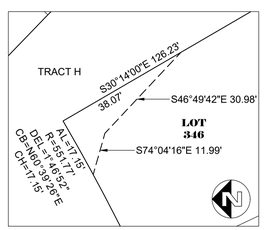
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- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
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- FLOOD ZONE

ABBREVIATIONS

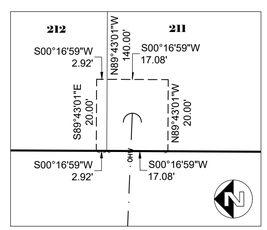
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PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

50 0 25 50
1 INCH = 50 FEET

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C7	99.34'	100.00'	56°55'02"	N61°49'28"E	95.30



DRAINAGE EASEMENT DETAIL 'A'
SCALE 1" = 20'



TOWER GUY ANCHOR EASEMENT DETAIL 'B'
SCALE 1" = 20'

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

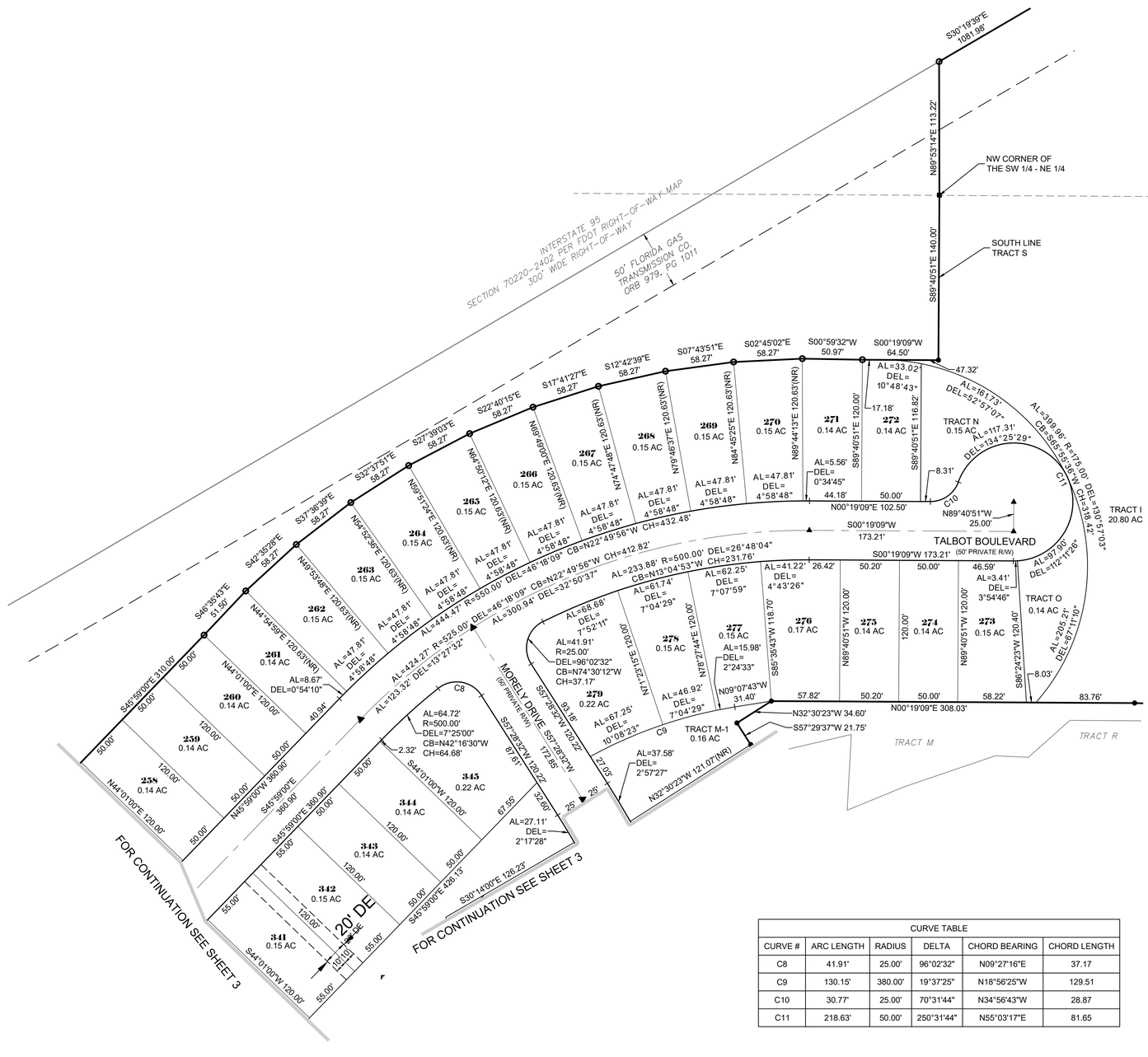
DATE: 08/20/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

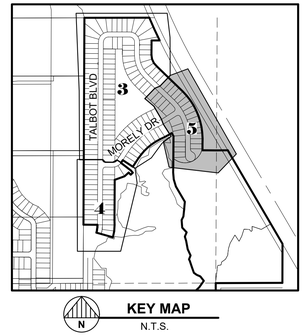
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PLAT BOOK _____, PAGE _____
SHEET 5 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA
PRELIMINARY PLAT





KEY MAP
N.T.S.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	41.91'	25.00'	96°02'32"	N09°27'16"E	37.17
C9	130.15'	380.00'	19°37'25"	N18°56'25"W	129.51
C10	30.77'	25.00'	70°31'44"	N34°56'43"W	28.87
C11	218.63'	50.00'	250°31'44"	N55°03'17"E	81.65

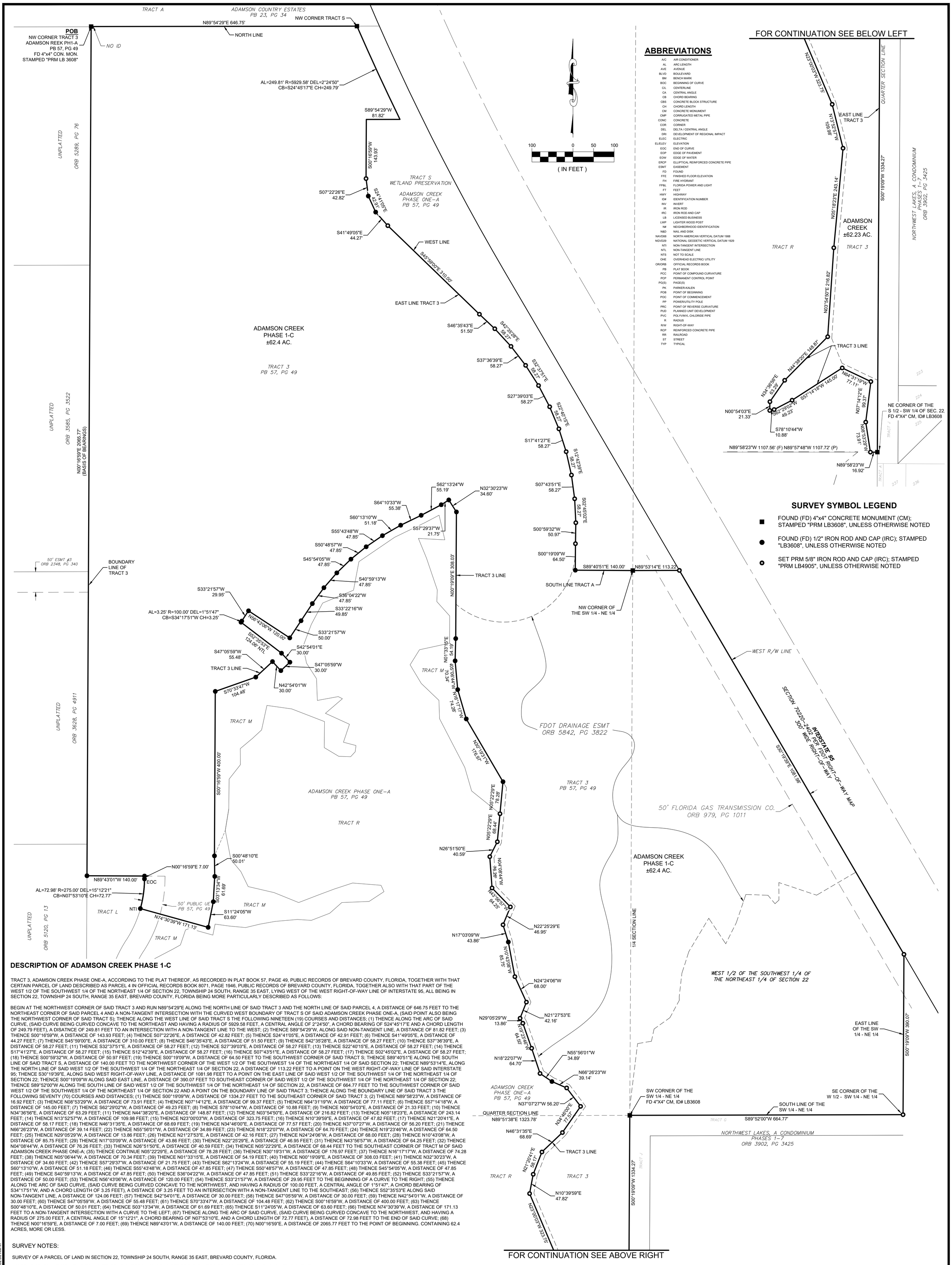
50 0 25 50
1 INCH = 50 FEET

- THIS PLAT PREPARED BY -

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DATE: 08/20/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

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ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

SURVEY SYMBOL LEGEND

- ■ FOUND (FD) 4"x4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- ● FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- ○ SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED

DESCRIPTION OF ADAMSON CREEK PHASE 1-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'26"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

SURVEY NOTES:

SURVEY OF A PARCEL OF LAND IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 2/28/20

8	
7	
6	
5	
4	
3	
2 CORRECTED TYPOGRAPHICAL ERROR IN DESCRIPTION	08/11/2020
1 CORRECTED ACREAGE IN DESCRIPTION AND GRAPHICS	07/10/2020

DESIGN/DRAWN: LEH/EAK **DATE:** 06/10/2020

B.S.E. CONSULTANTS, INC.
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LAND SURVEYING
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CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

ADAMSON CREEK PH1-C

BOUNDARY SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11453.02

DRAWING NO. 1145302_100_001

SHEET 1 of 1

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ADAMSON CREEK

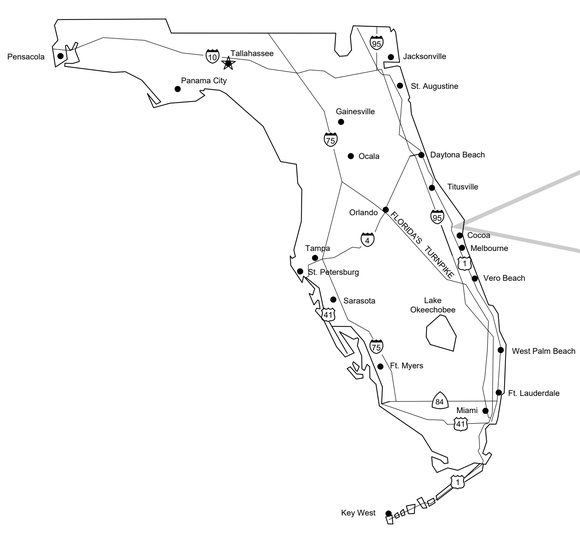
PHASE ONE-C

LANDSCAPE PLAN

SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	DRAWING #	SHEET TITLE
1	1145302_401_001	COVER SHEET
2	1145302_401_002	GENERAL LANDSCAPE PLAN AND NOTES
3	1145302_401_003	GENERAL LANDSCAPE PLAN
4	1145302_401_004	GENERAL LANDSCAPE PLAN AND DETAILS





LOCATION MAP
NTS

D.R. HORTON
1430 CULVER DRIVE
PAL BAY, FL. 32907
(321) 953-3135

- PREPARED BY -

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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

B.S.E. CONSULTANTS, INC.
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BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

8	
7	
6	
5	
4	
3	
2	CITY COMMENTS
1	CITY COMMENTS 08/10/2020
0	CITY COMMENTS 08/10/2020
DATE:	07/31/20
DESIGN/DRAWN:	SMG/RMB

2	08/19/20
1	08/13/20
0	08/13/20

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.02

DRAWING NO.
1145302_401_001

SHEET
1 of 4

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

PLANT LIST

BROADLEAF DECIDUOUS

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
8	CV	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	2.5" CAL. MIN.	
43	LI	LAGERSTROEMIA INDICA	CRAPE MYRTLE	30 GAL. MIN., MULTI-TRUNK	

BROADLEAF EVERGREEN

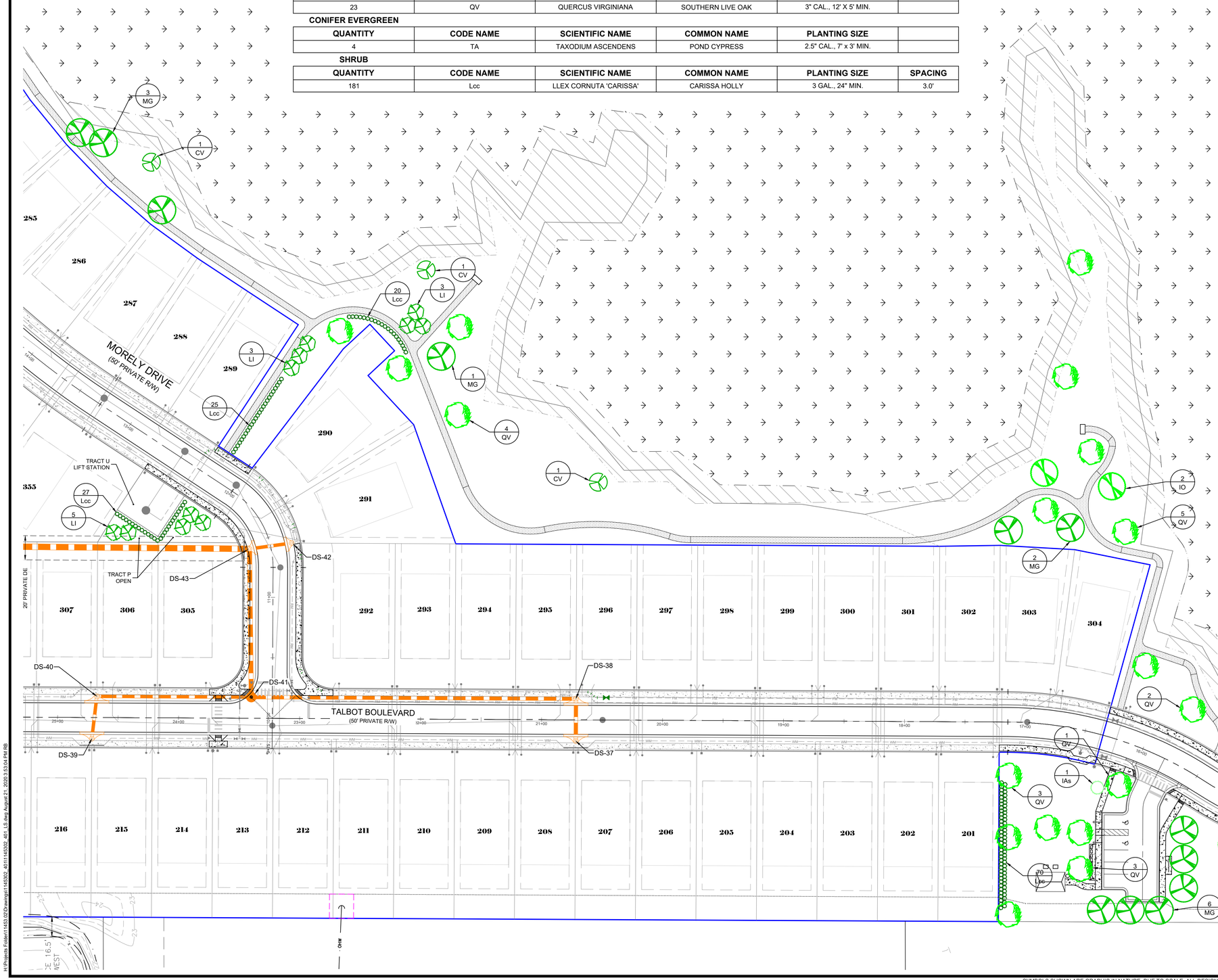
QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
8	IAs	LLEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	2.5"-CAL. MIN.	
6	IO	LLEX OPACA	AMERICAN HOLLY	2.5" CAL. MIN., SINGLE TRUNK	
16	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3" CAL., 12' x 5' MIN.	
23	QV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 12' X 5' MIN.	

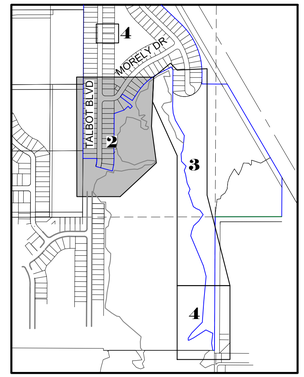
CONIFER EVERGREEN

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
4	TA	TAXODIUM ASCENDENS	POND CYPRESS	2.5" CAL., 7' x 3' MIN.	

SHRUB

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING
181	Lcc	LLEX CORNUTA 'CARISSA'	CARISSA HOLLY	3 GAL., 24" MIN.	3.0'





KEY MAP
N.T.S.

LANDSCAPE INSTALLATION NOTES:

1. PONDS #5 AND #6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BASE INFORMATION PRIOR TO INITIATION PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
4. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTACLES AND COORDINATE WITH OWNERS REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
5. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH EXISTING: SITE CONDITIONS PRIOR TO INITIATING PLANTING. ALL EXISTING SITE FAYING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PRESERVED AND PROTECTED FROM DAMAGE UNLESS OTHERWISE NOTED.
6. UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE THE CLEARING LIMITS NOTED ON THE DRAWINGS. (REFERENCE CIVIL DRAWINGS)
7. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
8. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER & REPRESENTATIVE.
10. ALL PLANT MATERIAL SHALL 6E FLORIDA NO. I OR BETTER AS OUTLINED UNDER "GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1, 1998, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
11. ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDING AND DEVELOPMENT 1980, AND ANY AMENDMENTS THERETO. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL MATERIALS AS CALLED FOR ON THE LANDSCAPE PLANS, THE LIST OF PLANT QUANTITIES ACCOMPANYING, THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, IMMEDIATELY CONTACT THE LANDSCAPE ARCHITECT.
12. THE LANDSCAPE CONTRACTOR SHALL ENSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANTING BEDS AND PLANTERS. VERTICAL DRILLING: THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
13. ALL PLANT BEDS AND TREE WELLS SHALL BE FREE OF DE MATERIALS, TRASH, DEBRIS, ROAD BASE MATERIALS AND THE LIKE. BEDS TO BE TOP DRESSED WITH ACCEPTABLE MULCH TO A DEPTH OF 3' (THREE INCHES).
14. NO TREES SHALL BE PLANTED CLOSER THAT 3 FEET (3' FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
15. LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUM CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTALLATION OF ANY PLANT MATERIAL.
16. SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL 6>BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SPECIES SHALL 6E MATCHED TO EXISTING SPECIES ON SITE. SEEDED AREAS ADJACENT TO TEMPORARY PARKING LOT SHALL BE BAHIA, FREE OF NOXIOUS WEEDS, MULCHED SUFFICIENTLY TO PROTECT AND ENHANCE GERMINATION. ANY DISCREPANCIES ARE TO BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
17. ALL TREES SHALL HAVE ALL SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
18. SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY, TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
19. ANY TREE WITH A 'Y' SHAFE FORMED TRUNK (PRIMARY LIMB STRUCTURE) WILL 6E REJECTED.
20. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNERS REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
21. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE OR THE LANDSCAPE ARCHITECT.
22. ANY SUBSTITUTIONS IN SIZE AND OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE THE PLANTING CAN BEGIN.
23. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, AND THE GENERAL NOTES FOR LANDSCAPE PLANTING INSTRUCTIONS.
24. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED BY PLANT NEEDS OR REQUESTS OF OWNER'S REPRESENTATIVE TO SUPPLEMENT REGULAR IRRIGATION OR RAINFALL, REGARDLESS OF STATUS OF EXISTING OR PROPOSED IRRIGATION.
25. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
26. LANDSCAPE CONTRACTOR SHALL REGRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION AND OR INSTALLATION WORK

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CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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(IN FEET)
VERTICAL DATUM: NGVD29

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8	CITY COMMENTS 08/10/2020	08/13/20
9	CITY COMMENTS 08/10/2020	08/13/20
	DATE:	07/31/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL LANDSCAPE PLAN AND NOTES

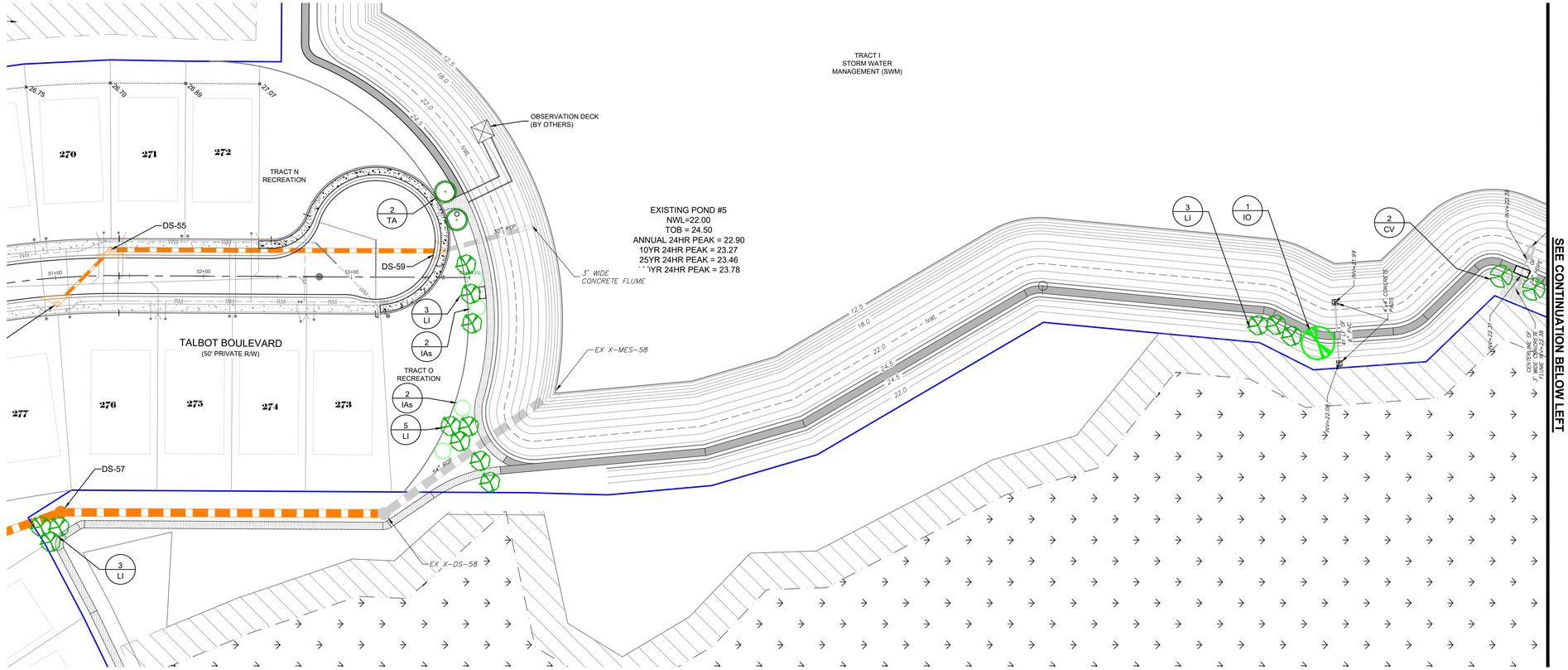
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11453.02

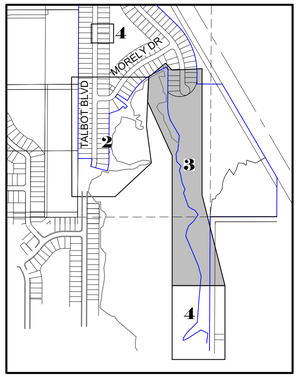
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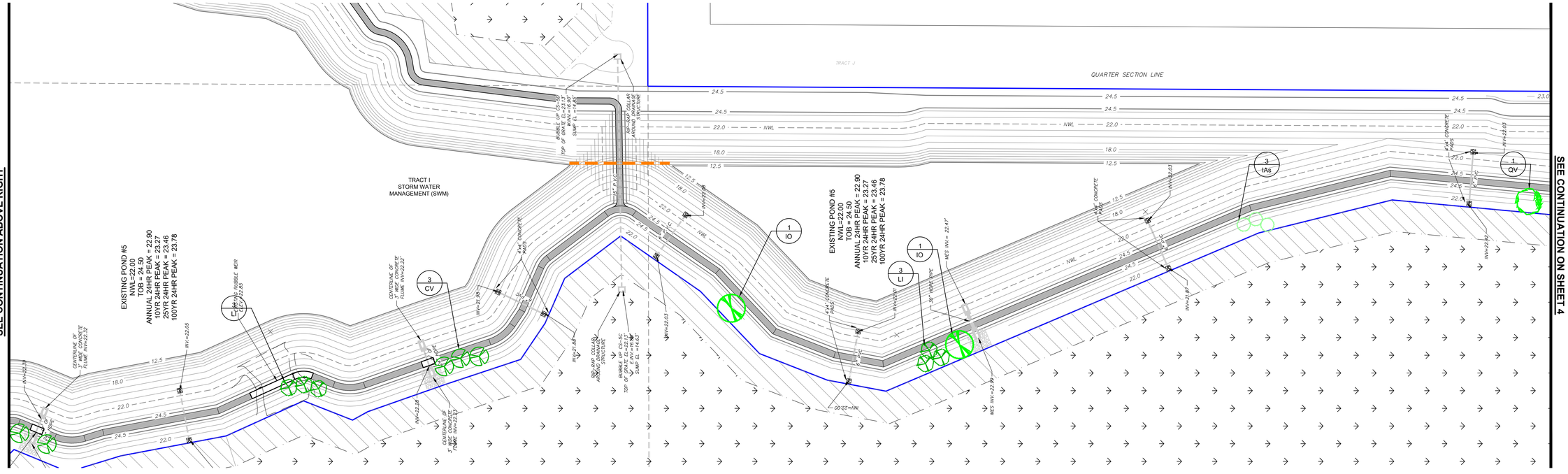
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.







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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL LANDSCAPE PLAN

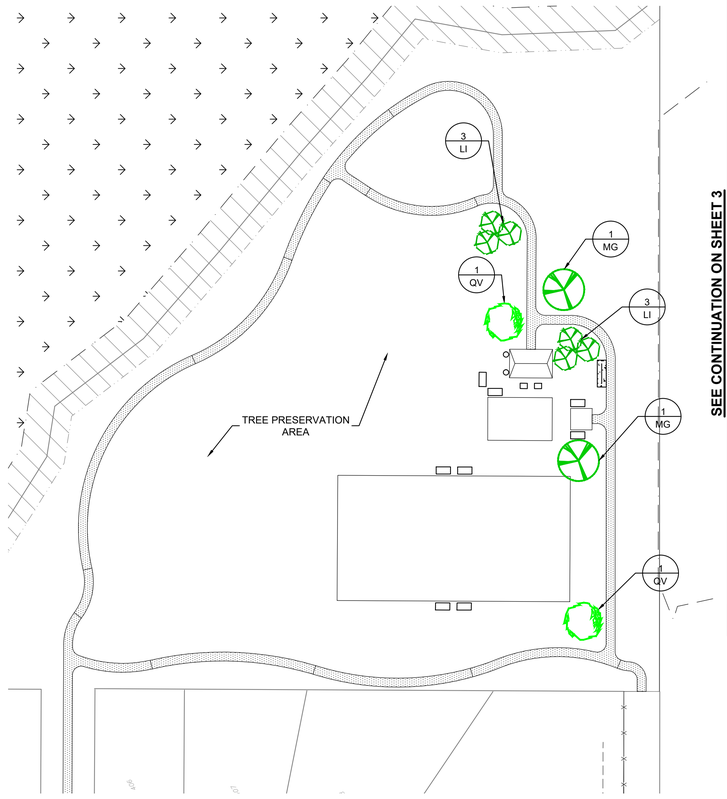
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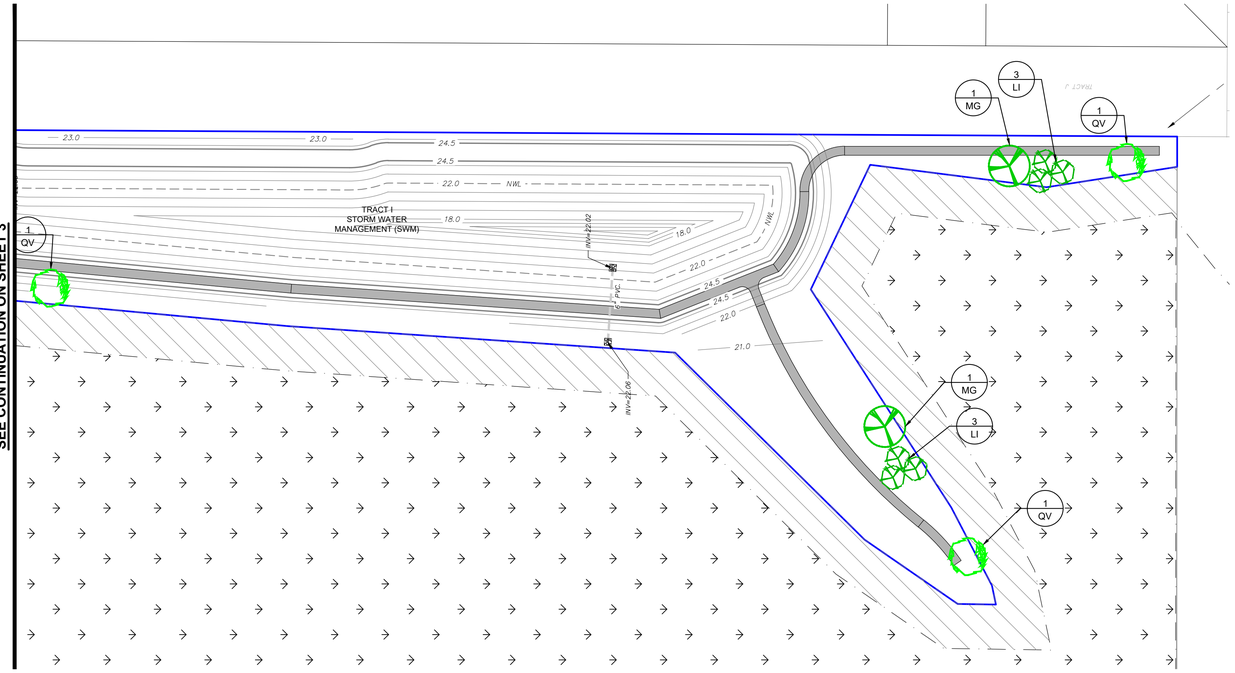
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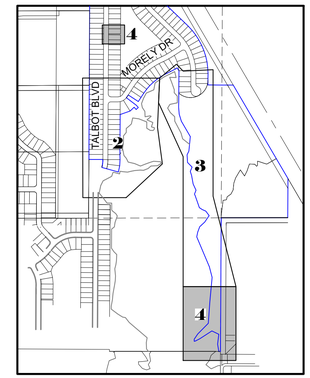
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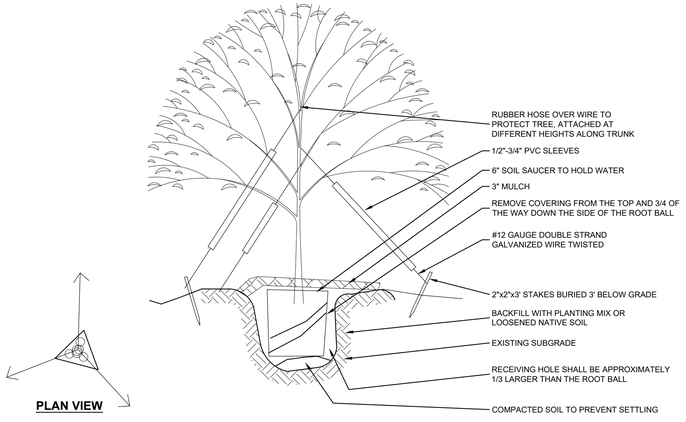


TRACT M - AMENITIES AREA
SCALE 1" = 40'



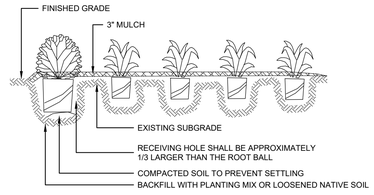


KEY MAP
N.T.S.



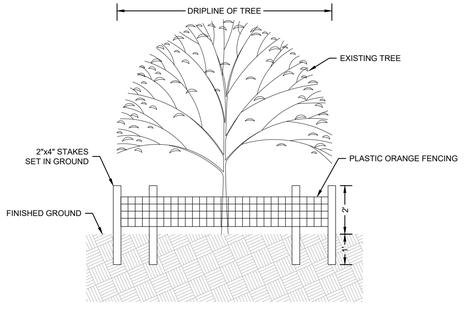
PLAN VIEW

LARGE PLANTING AND STAKING DETAIL
N.T.S.

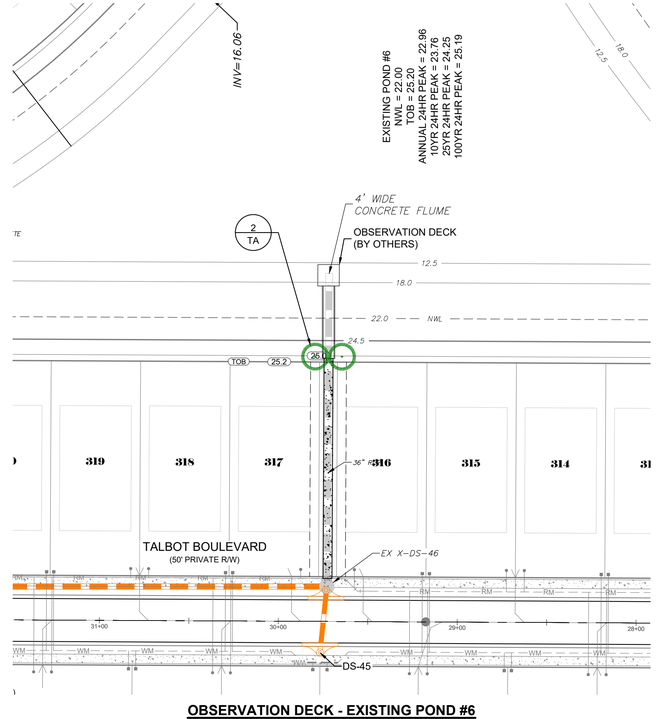


NOTE: SHRUBS SHALL BE PLANTED A MINIMUM OF 1" AND NO MORE
THAN 2" ABOVE FINISH GRADE DEPENDING UPON SITE CONDITIONS.

SHRUB AND GROUND COVER PLANTING DETAIL
N.T.S.



TREE PROTECTION DURING CONSTRUCTION
N.T.S.



OBSERVATION DECK - EXISTING POND #6
SCALE 1" = 40'

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1 CITY COMMENTS 08/10/2020	08/13/20
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DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
GENERAL LANDSCAPE PLAN AND DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_401_004

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ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT NOTES:

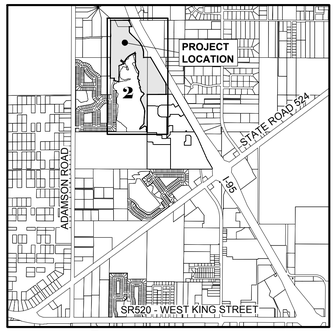
1. BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY 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 SECTION 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 ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY GRANTED:
   a. A PUBLIC EASEMENT 10 FEET WIDE, ACROSS THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PRIVATE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT, IS RESERVED FOR THE INSTALLATION OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS FOR INGRESS/EGRESS OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   c. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
8. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
9. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS. NOTWITHSTANDING THE FOREGOING, ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE, OBLIGATED OR REQUIRED IN ANY MANNER TO CONSTRUCT SIDEWALKS IN WHOLE OR PART WITHIN THE LANDS PLATTED HEREUNDER. ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR THE REPLACEMENT OF ANY IRRIGATION FACILITIES OR LANDSCAPING WITHIN THE AREA BETWEEN THE PRIVATE RIGHT-OF-WAY AND THE PRIVATE SIDEWALK EASEMENT THAT MAY BE DAMAGED AS A RESULT OF MAINTENANCE AND REPAIR OF SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
10. TRACT H AND TRACT I ARE HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES.
11. TRACT M-1 IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, OPEN SPACE AND RECREATION AMENITIES.
12. TRACT N IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
13. TRACT O IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
14. TRACT W IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR OPEN SPACE AND RECREATION AMENITIES.
15. TRACT U IS HEREBY DEDICATED TO THE CITY OF COCOA FOR A SANITARY LIFT STATION. THIS TRACT IS INTENDED TO BE CONVEYED TO BREVARD COUNTY BY THE CITY OF COCOA FOR THE OPERATION, MAINTENANCE, AND ACCESS TO THE SANITARY LIFT STATION. UPON TRANSFER OF THIS TRACT TO BREVARD COUNTY, THEY SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT. IN THE EVENT THAT OWNERSHIP OF THIS TRACT IS NOT TRANSFERRED TO BREVARD COUNTY, IT SHALL BE OWNED AND MAINTAINED BY THE CITY OF COCOA.
16. TRACT V IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT V. TRACT V IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
17. THE PRIVATE RIGHTS-OF-WAY FOR TALBOT BOULEVARD AND MORELY DRIVE ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR VEHICULAR AND PEDESTRIAN ACCESS IN CONNECTION WITH THE DEVELOPMENT
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3822, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID	AREA (±ACRES)	AREA (±PERCENT)	TRACT USE	OWNERSHIP AND MAINTENANCE	COMMON OPEN SPACE CREDIT
H	3.84	6.15%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.84
I	20.80	33.33%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	7.89
M-1	0.16	0.26%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.16
N	0.15	0.24%	UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.15
O	0.14	0.22%	DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.14
U	0.04	0.06%	SANITARY LIFT STATION	CITY OF COCOA	0.00
V	6.85	10.98%	WETLAND PRESERVATION, UPLAND BUFFER AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.37
W	0.05	0.08%	OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	
N/A	24.90	39.90%	RESIDENTIAL DEVELOPMENT (155 LOTS)		0.00
N/A	5.47	8.78%	PRIVATE RIGHT-OF-WAY	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.00
	62.4	100.00%	**TOTAL PUD BOUNDARY**		
		25.00%	REQUIRED OPEN SPACE (25% OF 62.4 AC)		15.60
			PROVIDED COMMON OPEN SPACE		15.60



KEY MAP
N.T.S.



LOCATION MAP
NTS

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S67°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.80 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S67°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE (321) 253-1010 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/17/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

H:\Projects Folder\11453.02\Drawings\1145302_300\1145302_300_001.dwg August 17, 2020 9:55:31 AM fh

PLAT BOOK _____, PAGE _____
SHEET 1 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE ONE-C

Hereby dedicates to the City of Cocoa, Florida a perpetual public easement over and across the private rights-of-way of Talbot Boulevard and Morely Drive for ingress and egress for emergency vehicles. No other easements are dedicated or granted to the public, it being the intention of the undersigned that all streets, roads, and other easements and common areas be privately owned and maintained and that the public and City of Cocoa, Florida have no right and/or interest therein.

By:_____
Daniel J. Liparini, Assistant Secretary

SEAL

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Daniel J. Liparini, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/28/2020 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Jake Williams, Jr., MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY 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. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

1 INCH = 100 FEET

FOR CONTINUATION SEE RIGHT

FOR CONTINUATION SEE ABOVE LEFT

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

NE CORNER OF THE S 1/2 - SW 1/4 OF SEC. 22, FD 4"X4" CM, ID# LB3608

QUARTER SECTION LINE

EAST LINE TRACT I

TRACT I 20.80 AC

ADAMSON CREEK PHASE ONE-C ±62.4 AC.

TRACT I LINE

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT R

TRACT J

TRACT A

N89°58'23"W 16.92'

N23°00'03"W 323.75'

N13°52'57"W 109.98'

N05°18'23"E 243.14'

N03°54'50"E 216.82'

N44°38'20"E 146.87'

N34°38'56"E 63.29'

N00°54'03"E 21.33'

S78°10'44"W 10.88'

N07°14'12"E 99.37'

N64°31'19"W 77.11'

N08°53'29"W 73.91'

S27°14'18"W 145.00'

S62°29'02"W 49.23'

N89°58'23"W 1107.56' (F)
N89°57'48"W 1107.72' (P)

S00°19'09"W 1334.27'

223 224 225 236 237

INTERSTATE 95 SECTION 70220-2402 PER FDOT RIGHT-OF-WAY MAP 300' WIDE RIGHT-OF-WAY

WEST R/W LINE

S00°19'09"W 1081.88'

850.41'

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

231.57'

S00°19'09"W 390.07'

EAST LINE OF THE SW 1/4 - NE 1/4

SE CORNER OF THE W 1/2 - SW 1/4 - NE 1/4

S59°40'10"W 110.78'

WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22

N71°28'22"W 96.69'
S00°00'55"E 42.62'
S47°01'40"W 12.94'
N40°05'54"W 26.69'
N87°49'02"W 53.80'
S18°40'41"W 73.27'
S26°41'47"W 56.63'
N33°36'54"W 74.55'
S30°52'45"W 94.45'
S17°44'07"W 55.72'
S06°26'51"W 57.34'
S01°36'18"E 8.26'
S28°17'15"W 48.42'
S54°32'35"W 47.24'
S12°05'16"W 30.45'
S80°27'49"W 34.23'
S00°04'37"W 21.22'
S07°01'09"W 154.45'

TRACT V 6.85 AC

SOUTH LINE OF THE SW 1/4 - NE 1/4

S89°52'00"W 664.77'

TRACT G NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

SW CORNER OF THE SW 1/4 - NE 1/4 FD 4"X4" CM, ID# LB3608

ADAMSON CREEK PHASE ONE-C ±62.4 AC.

1/4 SECTION LINE

NW CORNER OF THE SW 1/4 - NE 1/4

N89°53'14"E 113.22'

SOUTH LINE TRACT S

S89°40'51"E 140.00'

S00°19'09"W 64.50'

S00°59'32"W 50.97'

S02°45'02"E 58.27'

S07°43'51"E 58.27'

S12°42'39"E 58.27'

S17°41'27"E 58.27'

S22°40'15"E 58.27'

S27°39'03"E 58.27'

S32°37'51"E 58.27'

S37°36'39"E 58.27'

S42°35'28"E 58.27'

S46°35'43"E 51.50'

S00°19'09"W 47.32'

TRACT N 0.15 AC

AL=399.96' R=175.00' DEL=130°57'03" CB=N65°55'36"E CH=318.42'

TRACT O 0.14 AC

FDOT DRAINAGE ESMT ORB 5842, PG 3822

TRACT I 20.80 AC

TRACT I 20.80 AC

WEST LINE TRACT I

N30°19'31"W 176.97'

N16°17'17"W 74.28'

N01°33'15"E 54.19'

83.76'

N00°19'09"E 308.03'

N32°30'23"W 34.60'

TRACT M-1 (0.16 AC)

S57°29'37"W 21.75'

S62°13'24"W 55.19'

S64°10'33"W 55.38'

S60°13'10"W 51.18'

S55°43'48"W 47.85'

S50°48'57"W 47.85'

TRACT M

N05°06'44"W 70.34'

N05°22'29"E 78.28'

N04°08'44"W 76.26'

N26°51'50"E 40.59'

N05°22'29"E 68.44'

N10°43'08"W 85.75'

N24°24'06"W 68.00'

N17°03'09"W 43.86'

N22°25'29"E 46.95'

N43°56'57"W 64.25'

N37°07'27"W 56.20'

N66°26'23"W 39.14'

N55°56'01"W 34.89'

N18°22'07"W 64.70'

N19°23'46"W 64.50'

N29°05'29"W 13.86'

N21°27'53"E 42.16'

N21°20'41"E 58.17'

N46°31'35"E 68.69'

N34°46'00"E 77.57'

N23°00'03"W 323.75'

N10°39'59"E 47.82'

TRACT R

QUARTER SECTION LINE N89°51'38"E 1323.78'

INTERSTATE 95 SECTION 70220-2402 PER FDOT RIGHT-OF-WAY MAP 300' WIDE RIGHT-OF-WAY

WEST R/W LINE

TRACT S

WETLAND PRESERVATION

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

S45°59'09"E 310.00'

TALBOT BOULEVARD (50' PRIVATE R/W)

WEST LINE

AL=249.81' R=5929.58' DEL=2°24'50" CB=S24°45'17"E CH=249.79'

S89°54'29"W 81.82'

S07°22'26"E 42.82'

S00°16'59"W 143.93'

S41°49'05"E 44.27'

S24°41'05"E 42.91'

NW CORNER TRACT S

ADAMSON COUNTRY ESTATES PB 23, PG 34

N89°54'29"E 646.75'

NORTH LINE

TRACT A

ADAMSON CREEK PHASE 1-C ±62.4 AC.

TRACT H 3.84 AC

TRACT U 0.04 AC

TRACT W 0.05 AC

MORELY DRIVE (50' PRIVATE R/W)

AL=44.55'

S00°48'10"E 50.01'

S03°13'34"W 61.69'

S11°24'05"W 63.60'

S00°16'59"W 400.00'

TALBOT BOULEVARD (50' PRIVATE R/W)

N4°30'39"W 171.13'

TRACT M

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

EOC

NTI

AL=72.98' R=275.00' DEL=15°12'21" CB=N07°53'10"E CH=72.77'

N00°16'59"E 7.00'

N89°43'01"W 140.00'

TRACT L

TALBOT BOULEVARD (50' PUBLIC R/W) PB 57, PG 49

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THIS AREA OF THE PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE 'A' NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G, EFFECTIVE 03/17/2014

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT R

TRACT M

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT M

S33°21'57"W 50.00'
N56°43'06"W 120.00'
S33°22'16"W 49.85'

AL=3.25' R=100.00' DEL=1°51'47" CB=S34°17'51"W CH=3.25'

S52°35'53"E 124.06'
S42°54'01"E 30.00'
S47°05'59"W 30.00'
N42°54'01"W 30.00'
S47°05'59"W 55.48'

TALBOT BOULEVARD (50' PRIVATE R/W)

MORELY DRIVE (50' PRIVATE R/W)

TALBOT BLVD

MORELY DR

KEY MAP
N.T.S.

N00°16'59"E 2065.77'
(BASIS OF BEARINGS)

UNPLATTED ORB 5289, PG 76

UNPLATTED ORB 3585, PG 3522

50' ESMT #3 ORB 2348, PG 340

OHW

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

UNPLATTED ORB 3628, PG 4911

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

UNPLATTED ORB 5120, PG 13

POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
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- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
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PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

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CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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PROJECT# 11453.02

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ADAMSON CREEK PHASE ONE-C

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PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 3 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

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PG(S)	PAGE(S)
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S	SOUTH
W	WEST

1 INCH = 50 FEET

POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C2	28.86'	50.00'	33°04'27"	N49°54'11"E	28.46
C3	157.08'	100.00'	90°00'00"	S45°16'59"W	141.42

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	157.08'	100.00'	90°00'00"	N44°43'01"W	141.42
C5	218.03'	270.00'	46°15'59"	S22°51'00"E	212.15
C6	258.40'	320.00'	46°15'59"	S22°51'00"E	251.44

PRIVATE SIDEWALK EASEMENT DETAIL
N.T.S.

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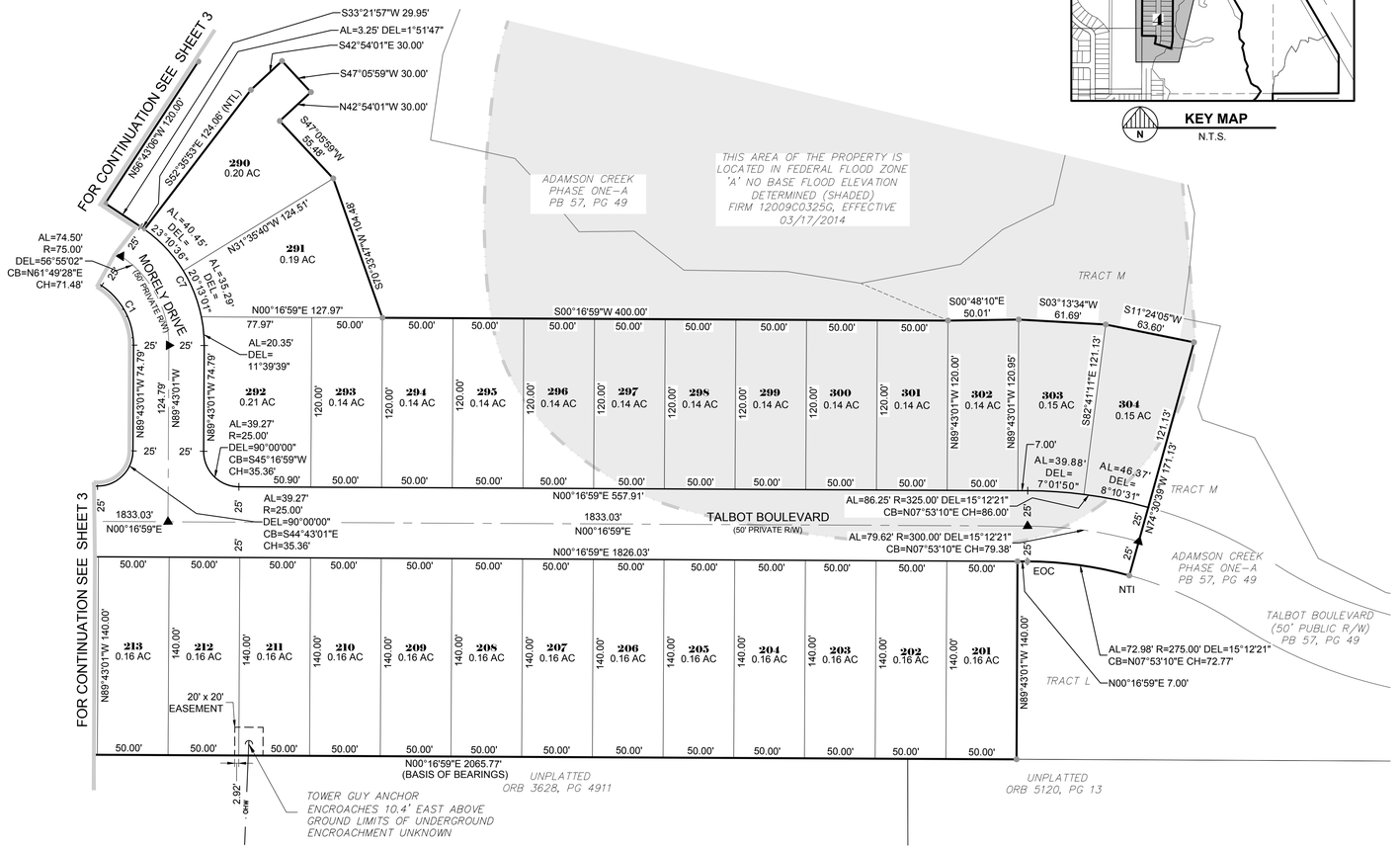
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ADAMSON CREEK PHASE ONE-C

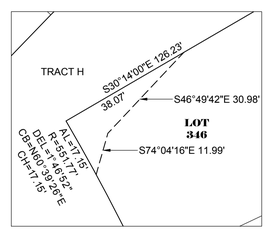
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PRELIMINARY PLAT



KEY MAP
N.T.S.



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C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C7	99.34'	100.00'	56°55'02"	N61°49'28"E	95.30



DRAINAGE EASEMENT DETAIL 'A'
NTS

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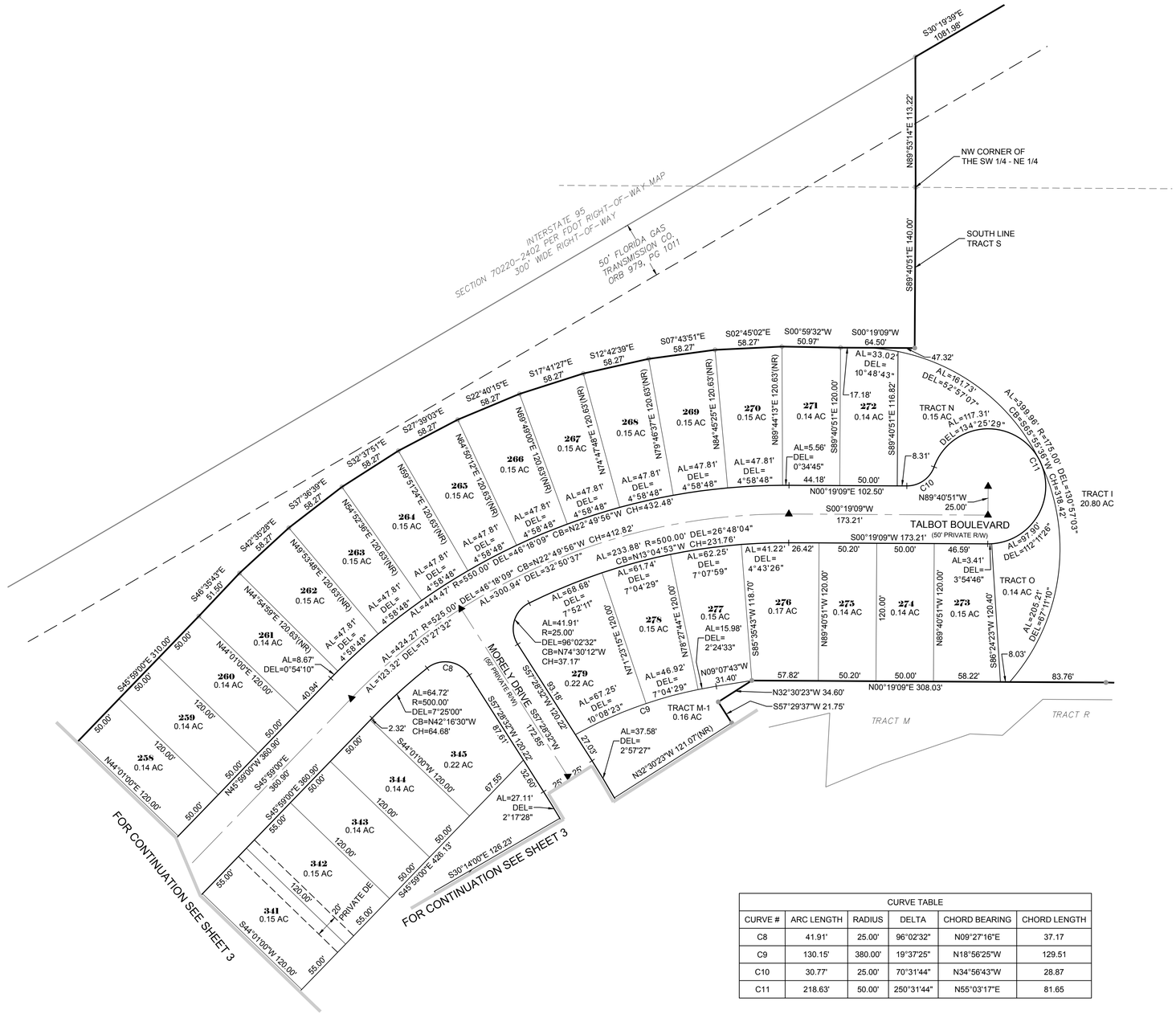
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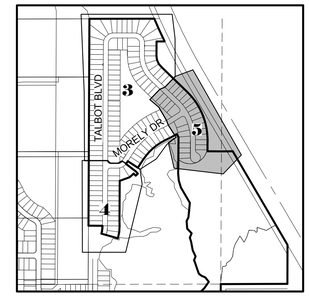
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C8	41.91'	25.00'	96°02'32"	N09°27'16"E	37.17
C9	130.15'	380.00'	19°37'25"	N18°56'25"W	129.51
C10	30.77'	25.00'	70°31'44"	N34°56'43"W	28.87
C11	218.63'	50.00'	250°31'44"	N55°03'17"E	81.65



KEY MAP
N.T.S.

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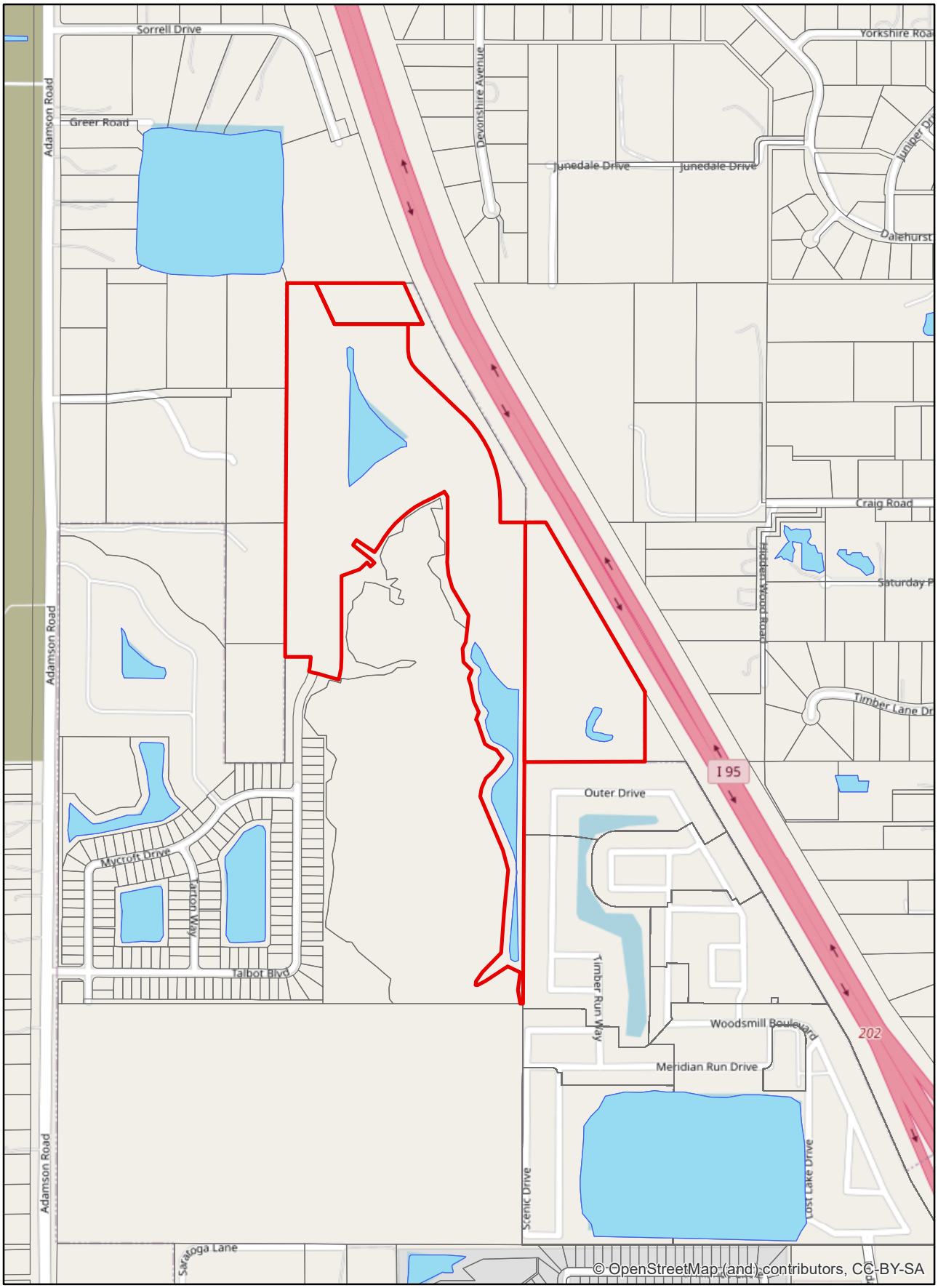
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Sorrell Drive
Yorkshire Road
Adamson Road
Greer Road
Devonshire Avenue
Junedale Drive
Junedale Drive
Juniper Dr
Dalehurst
Craig Road
Saturday P
Timber Lane Dr
I 95
Outer Drive
Mycroft Drive
Tarlton Way
Talbot Blvd
Timber Run Way
Woodsmill Boulevard
202
Meridian Run Drive
Scenic Drive
Lost Lake Drive
Saratoga Lane
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ADAMSON CREEK
PROPOSED AMENITY SCHEDULE
CITY OF COCOA / DR HORTON, INC.
REVISED: AUGUST 21, 2020

FOURTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ITEM	TIMEFRAME	STATUS
Tract A & B (PHASE ONE-A)		
Entry Monument & Landscape	Completed	**Completed**
Tract F (PHASE ONE-A)		
5' concrete sidewalk	Completed	**Completed**
12' x 12' observation deck		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	
Tract G (PHASE ONE-A)		
5' Sidewalk	Completed	**Completed**
12' x 12' Observation Deck		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	
Tract E (PHASE ONE-A)		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	**Completed**
12' x 12' observation deck		
Tract M (PHASE ONE-A)		
5' Concrete sidewalk	To Be Constructed before the 154th CO	**Located within the limits of PHASE ONE-A Plat. To be completed during construction of PHASE ONE-C.**
Bike rack		
Larger than 10' x 10' Tot Lot		
16' x 24' Covered Pavilion		
Picnic Table		
10 Station Fitness Course		
Benches		
Larger Playground		
Multi-use Field		
Grills		
Trash Receptacles		
Tract J (PHASE ONE-A)		
Pool	Completed	**Completed**
Deck		
Fence (PVS)		
Cabana		
8'8" x 16 Bus Shelter		
Tract D (PHASE ONE-B)		
5' concrete sidewalk	To be constructed before the 10th CO in PHASE ONE-B	**Completed**
12' x 12' observation deck		
Fish stocking in lake		
Tract K (PHASE ONE-B)		
5' Concrete sidewalk	To be constructed before the 25th CO in PHASE ONE-B	**Completed**
Open lot area for play		
Tract L (PHASE ONE-A)		
5' Concrete sidewalk	To be constructed before the 10th CO in PHASE ONE-C	**Located within the limits of PHASE ONE-A Plat. To be completed during construction of PHASE ONE-C.**
15' x 24' covered pavilion		
Picnic table		
Grills		
Bike Rack		
Mail Kiosk		
Trash Receptacles		
Tract H (PHASE ONE-C)		
5' Concrete Sidewalk	To be constructed before the 10th CO in PHASE ONE-C	**To be completed during construction of PHASE ONE-C.**
12' x 12' Observation Deck		
Tract O, I, & N (PHASE ONE-C)		
5' Concrete Sidewalk	To be constructed before the 10th CO in PHASE ONE-C	**To be completed during construction of PHASE ONE-C.**
5' Mulch Path		
12' x 12' Observation Deck		
Benches		
Trash Receptacles		
Tract M-1 & W (PHASE ONE-C)		
Useable Open Space	To be constructed before the 10th CO in PHASE ONE-C	**To be completed during construction of PHASE ONE-C.**

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

Mr. Edward Jones
125 Grace Avenue
Cocoa, FL 32922

RE: 1685 Adamson Rd Property

Dear Mr. Jones,

This correspondence is in response to your concerns regarding flooding impacts to your 1685 Adamson Road property expressed at the Planning and Zoning meeting on June 5, 2019. The Engineer on Record for the Adamson Creek Planned Unit Development has performed an additional analysis at the City's request. Attached please find the signed and sealed copy of the results indicating that your property will not be adversely impacted by stormwater runoff. If you have any questions, feel free to contact this office or the Engineer on Record.

Sincerely,

Ed Wegerif, P.E.
Public Works Director

cc: Dorothy (Dodie) Selig, AICP (with Report)
Matthew Fuhrer, Assistant City Manager

COPY

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Memorandum:

DATE: July 9, 2019

TO: Everett J. Wegerif, P.E., Public Works Director, City of Cocoa

FROM: Kenneth Ludwa, P.E.

Re: *Adamson Creek Phase 1B*
Rear Lot Fill Slopes – Drainage Analysis
BSE #11453

This memorandum is provided to address the following condition in the June 2019 Preliminary and Final Subdivision Approval for Adamson Creek Phase 1B:

(5) Developer will provide a solution that is approved by the City Engineer which can demonstrate that the drainage would not impact the adjoining property (Mr. Ed Jones), prior to recording of the Final Subdivision Plat

The June 2005 PUD approval for Adamson Creek included a similar condition.

Mr. Jones' property (Parcel 263) is bordered on the east, west, and south sides by the Adamson Creek subdivision (lots and a stormwater retention area). Parcel 256, north of Parcel 263, is owned by OPM-USA, Inc. (telecommunications facility and wetlands).

The lots adjacent to Parcel 263 are Type A lots (rear-to-front drainage), meaning that all runoff is contained and handled within the subdivision's drainage system, except for the rear ±20 feet of each lot, per the construction plans and as-built survey. This "rear lot fill slope" is necessary to transition from existing grade at the property line up to the final (filled) grade at the back of the lots. There will be no impervious area on the fill slopes.

The Public Works Director has directed the applicant to provide an analysis to demonstrate one of the following:

- If rear lot slopes are allowed to flow onto the outparcel, prove that there was flow previously into the outparcel and demonstrate that the natural passage of water has not been altered in a way that could negatively impact the land, or
- Intercept the flow and direct it to an outfall lower in elevation than the outparcel, with easements dedicated to address drainage.

This analysis is intended to address the first option above.

Pre-Development Drainage

Based on available topographic information, ±1.83 acres of the Adamson Creek property originally drained to Parcel 263, which then drains northward to an existing wetland spanning Parcel 263 and Parcel 256. The wetland then flows westward back through the Adamson Creek property, in turn flowing to a swale, and finally reaching the ditch on Adamson Road. Refer to attached topographic surveys and Pre-Development Basin Map showing elevations on Adamson Creek property surrounding the outparcel (el. ±22.0 - 22.5) and in the wetland (el. ±21.0). Also refer to attached Construction Plans for the Telecommunications Facility at 1695 Adamson Road showing elevations in the wetland (el. ±21.0 - 21.5).

A dirt roadway is situated on the west side of Parcel 263 and Parcel 256. Wetlands are located on both sides of the road. Based on historical aerial photographs, the roadway was constructed in 2005. Although the roadway resulted in fill impacts in the wetland, the SJRWMD website shows no permits were issued. A field investigation on June 28, 2019 identified a 12" culvert under the road near the northwest corner of Parcel 263. An additional 12" culvert is located under the road ±240 feet north on Parcel 256. This provides at least two flow paths from Parcel 263 through the wetland continuing west under the road.

The pre-development peak flow from the 25-year, 24-hour storm is **5.58 cfs** based on the following parameters:

- Area = 1.83 acres
- Land Use = Brush/Poor
- Soil Type = D
- Curve Number = 83
- Time of Concentration = 36 minutes (refer to attached TR-55 TC calculations).

These parameters are consistent with the original approved drainage report.

Refer to attached ICPR input/output summary pages for flow calculations.

Post-Development Drainage

Under developed conditions, ±0.78 acres of rear lot fill slopes drain to the outparcel. Runoff will be evenly distributed and unconcentrated. The post-development peak flow from the mean annual storm is **4.65 cfs** based on the following parameters:

- Area = 0.78 acres
- Land Use = Open Space/Grass

- Soil Type = D
- Curve Number = 80
- Time of Concentration = 1.14 minutes. This is the TC calculated by TR-55, based on slope and vegetation; see attached TR-55 TC calculations. For flow calculations, TR-55 uses a minimum TC of 6 minutes. For reference, FDOT specifies a minimum TC of 10 minutes. The attached ICPR4 calculations use the program's allowable minimum TC of 2 minutes.

These parameters are consistent with the original approved drainage report. Note that the curve number is conservative, as onsite soils have dual soil type B/D and would be expected to retain more runoff with improved drainage under post-development conditions.

Construction of the Adamson Creek subdivision will have no impact on the existing drainage path from the outparcel through the wetland to Adamson Road.

Summary

This analysis demonstrates the following:

- The post-development area of lot backslopes draining to the outparcel will be less than the pre-development area originally draining onto the outparcel.
- The post-development flow onto the outparcels will be unconcentrated and less than the pre-development flow.
- The existing drainage path will be maintained downstream of the outparcel, through the wetland flowing through the Adamson Creek subdivision to Adamson Road.



Geosyntec consultants

7504 Lake Lynda Drive, Suite 155
Orlando, FL 32817
PH 407.321.7030
www.geosyntec.com

17 August 2020

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Adamson Creek Phase 1C Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our final review of the proposed Adamson Creek Phase 1C construction documents concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following documents were reviewed:

- Adamson Creek Phase 1C RTC Preliminary PUD #PZ-20-000100001, July 31, 2020
- Adamson Creek Phase 1C, Preliminary Subdivision Plans, Final PUD and Construction Plans, July 13, 2020
- Adamson Creek Phase 1C, Flood Zone Impact and Compensating Storage, July 31, 2020
- Adamson Creek Phase 1C, Stormwater Management Calculations, July 30, 2020
- Adamson Creek Phase 1C, Lots 201-355, Elevation Form, August 14, 2020

Based on review of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Map (FIRM), Map Number 12009C0325G, revised March 17, 2014, a portion of the site is within special flood hazard area (SFHA) 'Zone A', no base flood elevation (BFE) defined.

Based on review of the above documents, initial comments submitted July 27, 2020 have been addressed. Geosyntec has no additional comments. Initial comments with responses from BSE Consultants and final Geosyntec comment are provided below.

1. Per Sec. 6-356 (1) of 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". Please provide this information, including the current FIRM panel and date, on the provided plat.

   BSE Response: Flood hazard information has been added to the plat.

   Geosyntec Final Comment: Ok

2. Per Sec. 6-330 (3) and Sec. 6-356 (2) of the City's code, where BFE's are not included on the FIRM or in the flood insurance study BFE's shall be established in accordance with Sec. 6-331 (1). To be used to establish BFE's for the proposed subdivision and adjacent wetland areas,

the modeling should be consistent with the proposed plans and provide adequate documentation for the hydrologic and hydraulic model elements and parameters used in the model. Please address the following apparent issues with the provided flood model:

a. The plans show a "Rubble Weir Elev. = 22.85" at Pond 5. Is this weir a control structure for Pond 5? If the weir is a control structure, please include weir details in the plans and include the weir in the flood model.

   BSE Response: The weir was constructed in Phase 1A; it has been added to the ICPR model.

   Geosyntec Final Comment: Ok

b. The model pipe link "Pond 5 OvFlow2" includes a Count of 2 for the 30" pipe. Only 1 pipe from Pond 5 to the wetland was found in the plans. Please update the model for consistency with the plans.

   BSE Response: The 30" pipe count has been revised to 1.

   Geosyntec Final Comment: Ok

c. There is a wetland east of Pond 5 in the plans that appears to connect to Wetland E via a pipe and bubble up structure. Please include the wetland east of Wetland E in the flood model.

   BSE Response: The wetland, pipe, and bubble-up structures have been added to the model.

   Geosyntec Final Comment: Ok

3. Per 6-330(1) of the City's code, please provide proposed building elevations for buildings in the existing 'Zone A' on the FIRM on a FEMA elevation certificate."

   BSE Response: A CLOMR-F application (Form MT-1) will be submitted under separate cover.

   Geosyntec Final Comment: Ok

4. Per Sec. 6-330 (5) of the City's code, please provide the amount of fill within 'Zone A' areas in cubic yards with backup calculations.

   BSE Response: The Flood Zone Impact and Compensating Storage Memo has been revised with the volume provided in cubic yards.

   Geosyntec Final Comment: Ok

5. Per Sec. 6-330 (6) of the City's code, please provide "the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose."

   BSE Response: The Flood Zone Impact and Compensating Storage Memo has been revised with the requested information.

   Geosyntec Final Comment: Ok

Geosyntec consultants

6. Please reference the FIRM panel and date of the flood zone shown on Sheet 3 of the plans.

   BSE Response: FIRM panel and date have been added.

   Geosyntec Final Comment: Ok

7. The applicant should acquire permits required by Sec. 6-329 of the City's code prior to commencement of the development. It is understood that a permit from SJRWMD was acquired previously. Please ensure that acquired permits have not expired or will not expire prior to project completion.

   BSE Response: Permits applications are in process and will be submitted when issued by the agencies.

   Geosyntec Final Comment: Ok

CLOSING

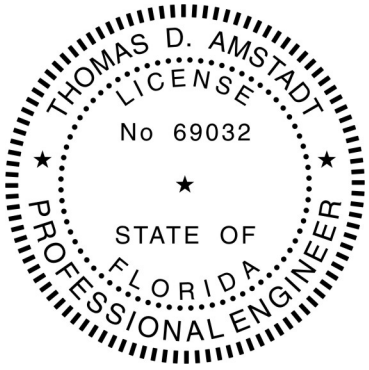
Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360



cc: Dodie Selig, Planning & Zoning Manager

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

FIFTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT

(RECREATION & OPEN SPACE SCHEDULE FOR
PHASE ONE-A, ONE-B & ONE-C)

THIS FIFTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ("Fifth Modification") is made and executed this ____ day of _____, 2020 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and D.R. Horton, Inc., a Delaware corporation authorized to conduct business in Florida ("Developer"), whose address is 1341 Horton Circle, Arlington, TX 76148.

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property subject to that Binding Development Agreement ("Agreement") dated December 10, 2008, recorded in Brevard County Official Record Book 5903, Page 6559, as modified by that Modification to Binding Development Agreement ("Modification") dated June 21, 2010, recorded in Brevard County Official Record Book 6192, page 2697, and as further modified by that Second Modification to Binding Development Agreement, dated June 24, 2014, recorded in Brevard County Official Record Book 7156, Page 999, and as further modified by that Third Modification to Binding Development Agreement, dated November 30, 2018, recorded in Brevard County Official Record Book 8408, Page 1501, and as further modified by that Fourth Modification to Binding Development Agreement, dated June 7, 2019, recorded in Brevard County Official Record Book 8595, Page 1034, for the development of a total of _____ single family homes in Adamson Creek Phases One-A, One-B, and One-C and associated open space and recreational amenities for the entirety of Adamson Creek Phase 1 PUD ("the Project"), and; and

WHEREAS, the Agreement incorporated an initial schedule for the design and construction of the Project's various open space and recreational facilities, which was then revised by the Modification, the Second Modification, the Third Modification, and the Fourth Modification ("Proposed Amenity Schedule"); and

WHEREAS, the Developer desires to further modify the Proposed Amenity Schedule to further incorporate all of Adamson Creek Phase One-C, the boundaries of which have been expanded via City of Cocoa Ordinance ____-2020, and the new open space and amenity tracts included therein and adopted in the approved amendment to the Adamson Creek final development plan; and

WHEREAS, the proposed modifications to the Amenity Schedule were presented to the City Council at its September 23, 2020 City Council meeting, along with Ordinance ____-2020, which was duly noticed and publicly advertised, rezoning certain property and incorporating it into the Adamson Creek PUD and amending the final development plan for Adamson Creek Phase 1; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Fifth Modification.

2.0 **Modification of Agreement.** The City and Developer agree to the modified Amenity Schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, which shall replace and supersede in its entirety any previously approved and agreed-to schedule, provided that a revised performance guarantee is secured and filed with the City as provided in Section 3.0 below.

3.0 **Performance Guarantee.** Developer shall be responsible for securing and filing with the City a revised performance guarantee for the construction of the Project's required open space and recreational facilities ("Amenities") set forth in **Exhibit "A."** The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted Amenities. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for the required Amenities. During the effective period of the performance guarantee, the City's engineer may reduce the amount of the performance guarantee to account for improvements covered by the guarantee that have been issued a certificate of completion by the City's engineer, subject to the form of release being approved by the City Attorney. The City shall fully release the performance guarantee upon Developer's complete construction of the Amenities. Whenever Developer fails to construct the Amenities according to any approved development orders and/or the Amenity Schedule set forth in **Exhibit "A,"** the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including attorney's fees and costs expended by the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the Amenities.

4.0 **Recordation.** Upon full execution by both parties hereto and upon the City's receipt of the revised performance guarantee, this Fifth Modification shall be recorded in the

public records of Brevard County, Florida, and shall run with the land, which includes the entirety of the Adamson Creek Phase 1 (inclusive of Phases One-A, One-B, and One-C), which is legally described and incorporated herein by this reference in **Exhibit "B"**.

5.0 **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For D.R. Horton, Inc.

Keith Williams, Division President
D.R. Horton, Inc.
1430 Culver Drive, NE
Palm Bay, FL 32907

with a copy to:

Charbel J. Barakat, Florida Regional Counsel
D.R. Horton, Inc.
12602 Telecom Drive
Tampa, FL 33637

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

6.0 **Miscellaneous.** All terms and conditions of the Agreement, Modification, Second Modification, Third Modification, Fourth Modification and any other development approvals by the City for the Project, which are not expressly and specifically modified by this Fifth Modification, shall continue to remain in full force and effect.

[SIGNATURES ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Fifth Modification to Binding Development Agreement as of the date first above written.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ___ day of _____, 2020 by Jake Williams, Jr., as Mayor of the City of Cocoa, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation.

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ___ day of _____, 2020 by _____ as _____ of D.R. Horton, Inc., a Delaware corporation,

___ who is personally known to me or ___ who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A
PROPOSED AMENITY SCHEDULE

EXHIBIT B
LEGAL DESCRIPTION OF ADAMSON CREEK PHASE ONE

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENT

NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 15-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ADAMSON CREEK PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 14.3 ACRES, MORE OR LESS, AND GENERALLY LOCATED DIRECTLY WEST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY G-U (GENERAL USE DISTRICT) TO CITY OF COCOA PUD (PLANNED UNIT DEVELOPMENT DISTRICT) AND INCORPORATING THE PARCEL INTO THE ADAMSON CREEK FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (PARCEL ID: 24-35-22-00-10).

In connection with the ordinance above, the Council will also consider approval of an amendment to a previously approved PUD, the incorporation of the above parcel into the Phase One-C Final PUD, a Preliminary Subdivision for Phase One-C and a 5th Modification to the Development Agreement amending the amenities schedule for all of Adamson Creek Phase One (One-A, One-B and One-C).

Adamons Creek Phase 1C - Rezoning to PUD



In addition, the City Council will also hear a Third Addendum to a Development Agreement for the Cocoa Grand apartments project to allow a height increase for ten (10) apartment buildings from 35 feet to 48 feet and to require an increased landscape buffer along SR520. The property is located on the south side of SR520, just west of Space Coast Honda and is further identified as parcel # 24-36-31-00-265.

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
OCTOBER 13, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

Special Information for Quasi-Judicial Hearings:
The rezoning item is a quasi-judicial matter. Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail.

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

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

The City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	20-643	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/21/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Ordinance No. 14-2020 / 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf Exhibit B Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf Exhibit C Ord 14-2020 Annexation 4050 W King St 9-22-20.pdf Ordinance 14-2020 4050 W King St. Annexation 9-3-20.pdf				

Date	Ver.	Action By	Action	Result
9/23/2020	1	City Council	approved	

CITY COUNCIL AGENDA ITEM

Memo Date: September 23, 2020
Agenda Date: October 13, 2020
Prepared By: Angela Essing, Economic Development Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 14-2020 / 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

BACKGROUND:

The City of Cocoa has been approached by Gem Holdings, LLC, owned by Ann Jeanette Miner, regarding a voluntary annexation into the City of Cocoa of a parcel of land identified by Brevard County parcel Identification Number 24-35-26-00-763.1 located at 4050 W King Street.

Brevard County Commissioners have been notified of the proposed annexation. Notice of the annexation has been published for two consecutive weeks on September 29, 2020 and October 6, 2020 in Florida Today (Exhibit “C”). The proposed annexation is consistent with the annexation policy directives adopted by the City of Cocoa City Council. This annexation will provide for a rational extension of the City boundaries along King Street.

Proposed Annexation Area:

The proposed annexation area is generally located at the northwest intersection of State Road 520 and Cox Road, and more specifically at 4050 West King Street (Exhibit “B”). The metes and bounds description for the proposed annexation area is described in Exhibit "A".

The proposed annexation is for 1 parcel consisting of ±.6 acres of real property. This annexation is therefore consistent with the requirements of a voluntary annexation of the Florida Statutes.

Current and Proposed Future Land Use and Zoning:

City of Cocoa future land use designation and zoning classification have not been determined and are not required at this time. However, a preliminary land use analysis has been performed and the property owner will be requesting an Industrial Future Land Use and M-1 Light Industrial Zoning.

Adequate Public Facilities

The analysis of facilities available to serve the annexation study area shows that the City of Cocoa has, and can provide, the necessary public facilities and services to serve the 4050 W King Street Annexation in the same manner as such services are provided within the rest of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The current tax value of the property is roughly $176,380 that equates to approximately $4,000 in ad valorem taxes and non-ad valorem assessments. If the property were to develop in the future to the highest and best use the City could realize additional revenue and employment for the local community.

PREVIOUS ACTION:

City Council accepted the annexation and approved the first reading at its September 23, 2020 regular city council meeting.

RECOMMENDED MOTION:

Ordinance No. 14-2020 / 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

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Exhibit A

LEGAL DESCRIPTION FOR THE CITY OF COCOA, FLORIDA, ANNEXATION 4050 KING STREET

A parcel of land lying in the South ½ of the South 1/2 of the SE ¼ of the SE ¼ of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, said parcel is bonded on the North by the lands descried in Official Records Book 7971 at Page 1279, bounded on the South by KING STREET (STATE ROAD 520), bounded on the West by Official Records Book3162 at Page 4879, bounded on the East by Official Records Book 6114 at Page 2685 and bounded on the East (also) by Official Records Book 5904 at Page 2647, all of the Public Records of Brevard County, the same being more particularly as follows:

TO WIT

Begin at the Northwest corner of the lands described in the aforesaid Official Records Book 6114 at Page 2685, the same point lies on the South line of the lands described in Official Records Book 7971 at Page 1279; thence run S 89`27'49" W along the South line thereof for 99.96 feet to the Northeast corner of the lands described in Official Records Book 3162 at Page 4879; thence run S 00`00'02"W along the East line thereof for 267.70 feet to a point on the North right of way line of KING STREET (STATE ROAD 520); thence run S 89`55'02" E along the North line thereof for 100.03 feet to the Southwest corner of the lands described in Official Records Book 5904 at Page 2647; thence run N 00`01'51" W along the West line thereof for 165.78 feet to the Southwest corner of the lands described in Official Records Book 6114 at Page 2686; thence run N 00`01'51" W along the West line thereof for 103.00 feet to the Point of Beginning

CERTIFICATION

I HEREBY CERTIFY THAT: The attached LEGAL DESCRIPTION ,was prepared by me and is true and correct to the best of my knowledge and belief anD is based on an actual Boundary Survey done for Gem Holding LLC on October 15, 2019 under my Project No. 2019-276.

JOHN R. CAMPBELL, REGISTERED LAND SURVEYOR #2351, STATE OF FLORIDA

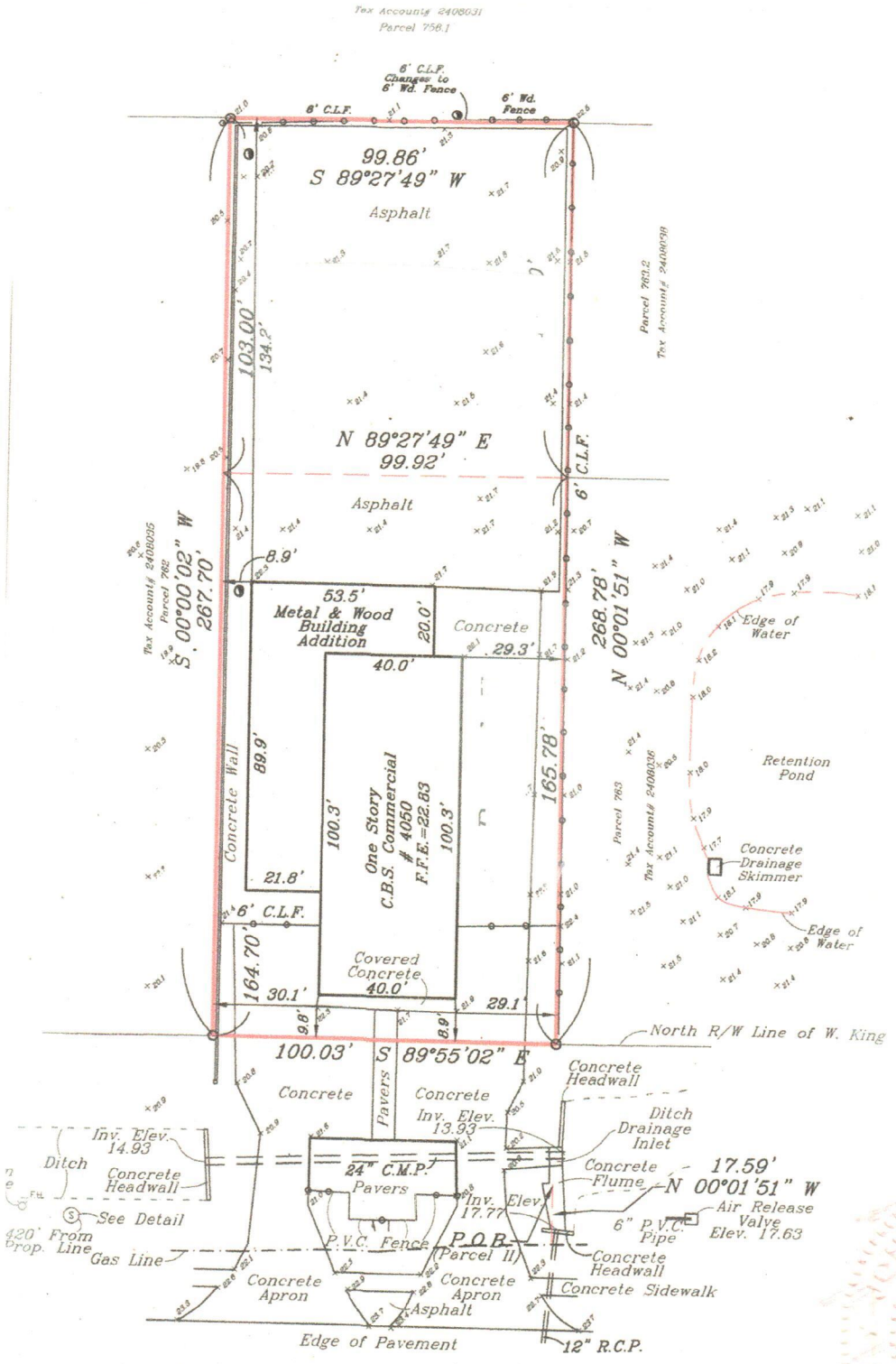
Project #2019-276
Dated August 4, 2020

PO Box 541866
Merritt Island, FL 32954-1866

Phone: 321 507 4811
Mobile: 321 514 6920
john@campbellsurveying.com

115 Alma Blvd. • Suite 102
Merritt Island, FL 32953

JOHN R. Campbell Surveying LLC



West King Street (State Road 520)
Varied Width Public Right-of-Way(Paved Asphalt)

John R. Campbell

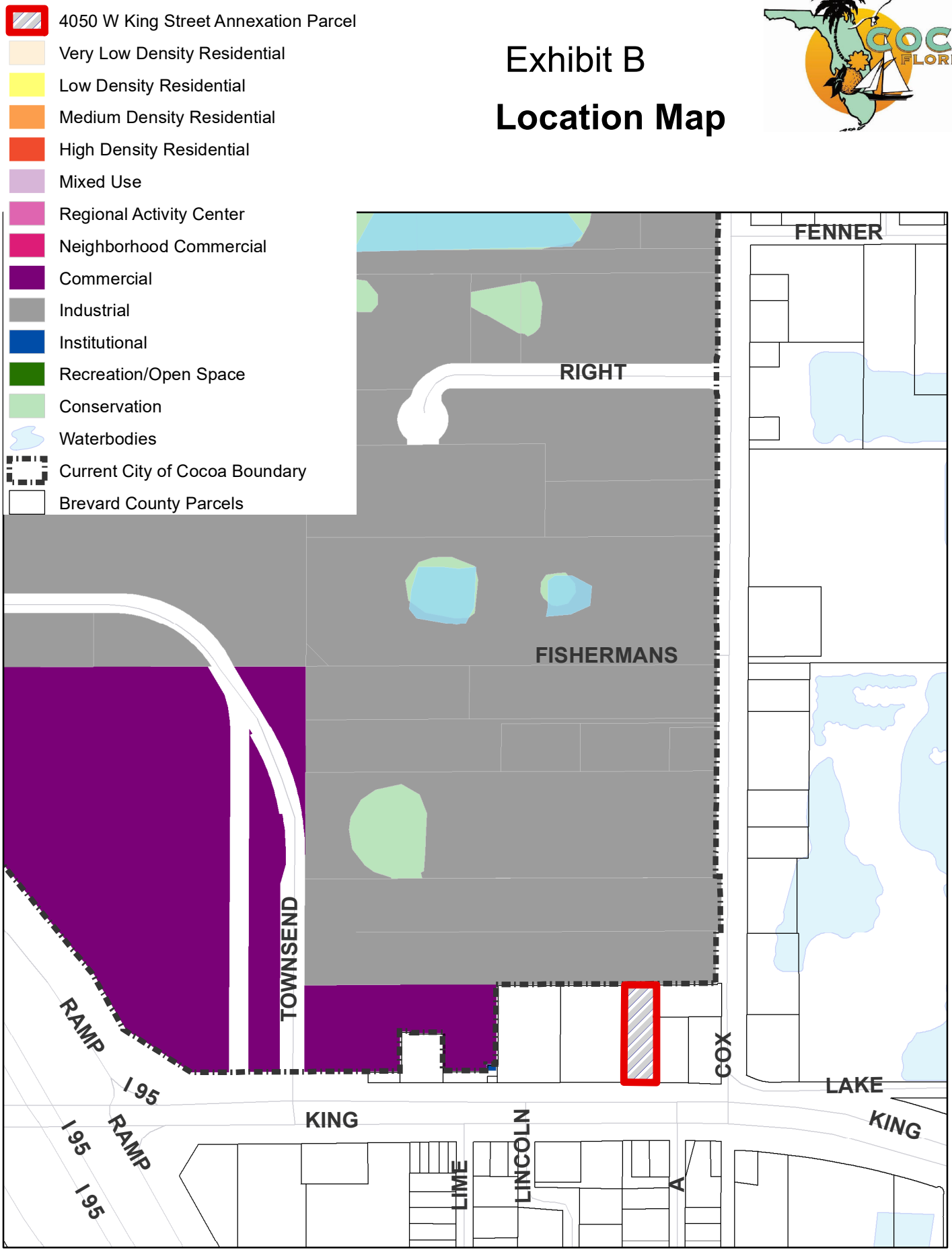
PO Box 541866
Merritt Island, FL 32954-1866

Phone: 321 507 4811
Mobile: 321 514 6920
john@campbellsurveying.com

115 Alma Blvd. • Suite 102
Merritt Island, FL 32953

Exhibit B

Location Map



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 8-2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

Exhibit C

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF COCOA PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 14-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY .6 ACRES OF REAL PROPERTY GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF STATE ROAD 520 AND COX ROAD, AND MORE SPECIFICALLY AT 4050 WEST KING STREET; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL SECOND READING AND ADOPTION PUBLIC HEARING WILL BE HELD ON TUESDAY, OCTOBER 13, 2020 AT 6:00 P.M. OR SOON THEREAFTER IN THE COUNCIL CHAMBERS LOCATED AT COCOA CITY HALL 65 STONE STREET COCOA, FLORIDA 32922

Public Participation and Special COVID-19 Information:
The complete legal description of the property, by metes and bounds, and the ordinance can be obtained at the Office of the City Clerk. Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8522.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to eighteen (18) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Angela Essing, Economic Development Manager
65 Stone Street
Cocoa, FL 32922

Written comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
- City of Cocoa YouTube link at https://www.youtube.com/channel/UCbWJK7XQyPVBmp15Fwoa4jA

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting on using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

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

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

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0497602-01

ORDINANCE NO. 14-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING REAL PROPERTY GENERALLY LOCATED AT 4050 W KING STREET WITH A PARCEL ID NUMBER OF 24-35-26-00-763.1, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUND LEGAL DESCRIPTION AS SET FORTH HEREIN; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has otherwise met all other requirements of Chapter 171, Florida Statutes; and

WHEREAS, GEM Industries Incorporated has petitioned the City of Cocoa for annexation of a parcel of land identified by Brevard County Parcel Identification Number 24-35-26-00-763.1; and

WHEREAS, the City Council has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit “B”. The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 4. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of October, 2020.

_____

Jake Williams Jr., Mayor

ATTEST

_____

Carie Shealy, City Clerk

First Reading:	09/23/2020
Second Reading:	10/13/2020
Legal Ads Published:	09/29/2020 & 10/06/2020
Effective Date:	10/13/2020

Legislation Details (With Text)

File #:	20-662	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/25/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Pass on 1st Reading: Ordinance No. 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 17-2020 FLU Text Amendment - Residential Uses.pdf Legal Ad Proof (PZ and CC) - FLU Text Amend.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2020
Agenda Date: October 13, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading: Ordinance 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation.

BACKGROUND:

On August 26, 2020, Council approved Ordinance 11-2020, amending the Planned Unit Development zoning district regulations, which were intended to, among other changes, allow for mixed-use planned unit developments. The PUD code was originally written to provide a mechanism for the city to encourage and permit variation in development of residential and commercial projects. However no provision was made for a mixed-use development pattern.

Staff determined that there was a need to revise the PUD code in order to better position the city as the development community moves forward, especially in light of the potential of new transportation options and in light of the significant increase in demand for all forms of housing options in the city. The ordinance provides greater flexibility in the development plan, allows for a mixed-use PUD form, revises the requirements for open space, and makes necessary revisions to the approval process for PUDs.

A mixed-use PUD type allows residential uses to be combined with commercial uses. Previously, developers only had the option of planning a residential PUD or commercial PUD without a mix of uses. A mixed-use PUD makes possible what is commonly known as a “new urbanist” design style and has been a very popular development trend in recent years. Providing this opportunity for the city to grow in a way that supports both infill development and smart growth precepts is very important to the long term sustainability of the city.

However, in order to fully enact the change to the PUD zoning district, a potential conflict with the City’s Comprehensive Plan must be addressed as it relates to the Mixed-Use PUD. At present, the mixed-use and commercial PUD types are allowed under the following FLU categories: Commercial, Neighborhood Commercial and Mixed-Use. Both Neighborhood Commercial and Mixed-Use FLU categories allow Residential as an allowable use, however the Commercial FLU category does not. This would mean that properties under the Commercial FLU could develop a Commercial PUD but not a Mixed-Use PUD. However, as stated above, the intent in creating the mixed-use PUD type was to allow a mix of commercial and residential uses in the Commercial, Neighborhood Commercial, and Mixed-Use FLU categories in order to offer innovative housing options in the City. Moreover, the C-C (Core Commercial) district, which is an applicable zoning district permitted in the Commercial FLU category, currently allows “Multi-family dwellings as regulated under RU-2-25, provided however that multi-family uses may be developed in conjunction with non-residential uses” as a Special Exception. Amending the standards for the Commercial FLU category to allow for residential uses where permitted in the underlying zoning district will correct these potential conflicts and further the intent of the PUD and C-C zoning district regulations.

The proposed Comprehensive Plan Text Amendment (Ordinance 17-2020) will add “Residential” to the list of allowable uses for the Commercial Future Land Use category under Figure FLU-1 of the Future Land Use Element, thus making the Mixed-Use PUD an allowable option under the Commercial FLU. The Residential use will include a post-script with text as follows:

7. “Residential uses shall be permitted only where allowed in the underlying zoning district.”

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region

Staff Finding: The proposed addition of “Residential” use under the Commercial Future Land Use designation would allow for the development of the Mixed-Use PUD development form. This would open up greater development opportunities for property within the City, thus increasing land value and benefiting the local economy.

b. Whether the proposal will diminish the service level of public facilities

Staff Finding: The Future Land Use amendment will not negatively impact or diminish the service level of public facilities. While allowing mixed-use PUDs in the Commercial FLU designation will increase the land area available in the City for residential housing, the impact of any proposed mixed-use PUD on public facilities will be analyzed in the concurrency analysis for the proposed PUD.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region

Staff Finding: The text amendment will not impact any natural or historical resources.

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d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3 Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.

Staff Finding: The proposed text amendment will provide additional opportunity for the development of a mix of uses combining living, working, shopping and recreational activities in one project or property.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional opportunities for mixed-use development along transit corridors as well as redevelopment of existing sites.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan

Staff Finding: The proposed text amendment would not alter the City’s ability to provide service capacity to lands under the Commercial FLU designation.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses

Staff Finding: The proposed text amendment will not change the FLU designation of any parcel of land. Residential uses will only be permitted in the Commercial FLU where permitted by the underlying zoning district, which at this time is only in the C-C pursuant to a special exception or in a mixed-use PUD. Residential uses are compatible with each of these land uses.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Staff Finding: The proposed FLU text amendment will provide opportunity for an additional form of housing closer to commercial uses and job centers.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

Objective 1.2.1: **Smart Growth Principles.** New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a

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greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board/LPA recommended approval of this item at its regular meeting on October 7, 2020.

RECOMMENDED MOTION:
Pass on 1st Reading: Ordinance 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation.

ORDINANCE NO. 17-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING THE FUTURE LAND USE ELEMENT RELATED TO ALLOWABLE USES IN THE COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on October 7, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAs, the City Council finds that the text amendment provided herein is desirable primarily to allow for mixed-use PUDs within the Commercial future land use category; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories:

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Residential**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR	0.75 FAR	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre [2&3] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential [7], and Open Space/Recreational	Commercial, Residential, Office, Institutional, and Open Space/Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersections SR 528 or I-	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable

			95				
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR , PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Residential uses shall be permitted only where allowed in the underlying zoning district.

* * *

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Residential uses may also be provided where allowed by the underlying zoning district regulations. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

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Ad No.: 0004391921
Pymt Method Invoice
Net Amt: $504.46

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No. of Affidavits: 1

Run Dates: 09/26/20

Text of Ad:

AD# 4391921 09/26/2020

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:

ORDINANCE NO. 17-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING THE FUTURE LAND USE ELEMENT RELATED TO ALLOWABLE USES IN THE COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 7, 2020
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 THIS ITEM ON
October 13, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:
City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922
Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.
The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org , to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail at least five (5) days prior to the hearing.

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the 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 ap-

peals otherwise not allowed by law.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	20-671	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/28/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Pass on 1st Reading: Ordinance No. 16-2020, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 16-2020 Amending definition of Building Height.pdf Legal Ad Proof - Text Amend (Bldg Height).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2020
Agenda Date: October 13, 2020
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading: ORDINANCE 16-2020 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height.

BACKGROUND:

The City of Cocoa is currently experiencing a significant building boom. The City is currently reviewing development applications for multiple projects with multi-story buildings that are primarily three stories in height. Most of these projects are located in the RU 2-15 zoning classification. This district is designed to allow multi- family and has a maximum height of 35 feet.
There are currently several up and coming multi-family developments that this text amendment will have a positive impact on. The revision to this definition may alleviate the need for development agreements in the future.

I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The City's current definition of building height (see below), when applied to a three story building, encourages a flat roof style, which is not the industry standard in today's current market. This happens because a three-story building requires roughly ten (10) feet of height for each floor for a total of thirty (30) feet. Subtracting thirty (30) feet from the maximum building height limit of thirty-five (35) feet, means that only 5 feet remain for the roof height. This issue is not so noticeable if the building footprint is quite small such as on a single-family or townhome. However, the larger the building footprint gets, the lower the roof slope becomes until it is no longer feasible to construct any pitch to the roof and it becomes truly flat construction. This is the case with most apartment sized buildings which are the hottest property in the development field at the present time.

Most of the proposed multi-family developments that have been submitted to the city this year are three stories and 45 feet at the highest roof peak. This inconsistency between the city code and current development esthetic standards has meant that every multi-family project approved this year has had to address the height issue through a development agreement. In order to address this issue, staff is proposing a change to the definition of building height itself as opposed to raising the height allowed in one or more zoning districts.

The Existing definition:

BUILDING, HEIGHT OF. The vertical distance from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, or (c) the peak of gable, hip or gambrel roofs.

The Proposed definition:

BUILDING, HEIGHT OF. The vertical ~~distance~~ dimension of a structure as measured from the ~~established average sidewalk or street grade or~~ finished grade at the building line to the highest ceiling point of heated and/or air-conditioned habitable space.~~, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, or (c) the peak of gable, hip or gambrel roofs.~~ Stair and elevator access to a roof deck shall not be considered habitable space.

The proposed definition removes the uninhabited attic space of a building from the height calculation. The net effect is that there is no change to the maximum number of floors allowed in any zoning district in the city. But the attic space, so long as it remains uninhabited space, is not counted as part of the building height. This allows a building to have a flat roof, a low sloped roof or a highly pitched steep roof depending on the applicant's design and budget. Revising the current definition will allow developers in Cocoa to stay competitive with the current market trends. Thus, providing a higher quality product, which will help to stabilize the housing market and increase property value.

Relationship and consistency with Comprehensive Plan Policies and Objectives

Objective 1.2.1: **Smart Growth Principles.** New development in the City shall incorporate "Smart Growth" principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.7: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Policy 1.2.1.8: Building height and intensification should follow a transect approach, with maximum intensities and heights (>80') allowed in the central business district, medium intensities and heights (40' to 80') allowed within the mixed-use district, and the lowest intensities and heights (<40') allowed when transitioning into established low-density neighborhoods.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended approval of this item on October 7, 2020 with the following change:

BUILDING, HEIGHT OF. The vertical ~~distance~~ dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line to the highest ceiling point of heated and/or air-conditioned habitable space, whichever is the highest. ~~to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, or (c) the peak of gable, hip or gambrel roofs.~~ Stair and elevator access to a roof deck shall not be considered habitable space.

RECOMMENDED MOTION:

Pass on 1st Reading: ORDINANCE 16-2020 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height.

ORDINANCE NO. 16-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE V OF THE CITY CODE RELATING TO THE DEFINITION OF BUILDING HEIGHT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to update the City Code relating to the definition of "building height" to exclude non-habitable roof space from its measurement; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article V of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Article. It is intended that the text in this Article denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

APPENDIX A - ZONING

*** * ***

ARTICLE V. – DEFINITIONS

*** * ***

BUILDING, HEIGHT OF. The vertical ~~distance~~ dimension of a structure as measured from the ~~established average sidewalk or street grade or~~ finished grade at the building line to the highest ceiling point of heated and/or air conditioned habitable space.~~, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, or (c) the peak of gable, hip or gambrel roofs.~~ Stair and elevator access to a roof deck shall not be considered habitable space.

*** * ***

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

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.: 0004384274
Pymt Method Invoice
Net Amt: $411.22

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/22/20

Text of Ad:

AD# 0004384274 09/22/2020

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:

ORDINANCE NO. 16-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE V OF THE CITY CODE RELATING TO THE DEFINITION OF BUILDING HEIGHT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 7, 2020
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
October 13, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Notice To The Public:
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.
Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody
In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.
Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.
A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.
This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	20-639	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/21/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application 1004 Montclair Rd..pdf BCPA.pdf DEED.pdf Order Imposing Fine-Lien.pdf Staff Report for Lien Reduction-1004montclair.pdf Cost Affidavit Form -1004mont.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2020
Agenda Date: October 13, 2020
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 14-285

The Code Enforcement Board held a public hearing on **6/19/2014**, at which time the Board found the owner, **Danericorp Inc.** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Window Glazing Ch 6 Sec. 6-1003 (m) (1)
Roofs & Drainage Ch 6 Sec. 6-1003 (g)
Exterior Maintenance Ch 6 Sec. 6-1003
Accessory Structures (Fence) Ch 6 Sec. 6-1001

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent

with the Code Enforcement Board's Order a lien was recorded against the property effective **07/4/2014.** The lien ran at **$50.00** per day from **7/4/2014** until compliance was achieved on **6/25/2018** . The total fine is **$217,800.00** Code records show onsite inspections were conducted and contact was made. The current owner **Samuel Newton & Setara Glover**, is requesting that the lien be reduced to **$0**, due to the fact that they were not the owners at the time of the violations.

_____

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, the property was owned by Danericorp Inc, who then turned the property over to Michael A. Saracco, who sold it to Mr. Newton and Ms. Glover**
- The number of violations related to the subject liens; **Five**
- Number of Inspections performed: **11**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **5//20 and was incompliance before prior to the Code Board Meeting**
- Inspection 5/8/20: **Showed the property is incompliance**
- Any other mitigating circumstances:

The current market value of the subject property; the current market value is **$44,210.00** according the Brevard County Property Appraiser.

Total Amount of both Liens: **$217,800.00**

Staff submits their cost sheet for Case **# 14-285** in the amount of **$1379.29**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1379.29 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting September 17, 2020, recommended that the lien be reduced to $1,379.29.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board.

Application # CE - 14 - 285

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
MAY 22 2020
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 3/18/2020

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Samuel Newton, Setara Glover

Mailing Address: 1004 Montclair Rd

City: Cocoa State: Fl Zip Code: 32922

Phone #: — Fax #: _____

Mobile #: 321-480-1659 E-mail: SetaraGlover@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Samuel Newton

Mailing Address: 1004 Montclair Rd

City: Cocoa State: Fl Zip Code: 32922

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1004 Montclair Rd Cocoa Fl, 32922

Parcel ID:

24-36-29-26-78□□□.□-

~~2421.□□~~

Tax Account Number:

2421974

Existing Use(s) on Property: _____

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

_____

Nature of Violation(s): Unknown

Date Fine or Lien Imposed: Unknown Amount of Fine: $217,820.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: ~~April 2018~~ 6/25/18

_____

5. **Please provide the following information:**

Code enforcement case number: Unknown 14-285

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Home now in compliance, has been since we Purchased.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Prior owner

Amount you are requesting that the lien be reduced to: 0.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Setara Glover being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Setara Glover
(APPLICANT SIGNATURE)

NADJA KATHRINE BRYANT
Notary Public – State of Florida
Commission # GG 170354
My Comm. Expires Dec 21, 2021
Bonded through National Notary Assn.

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Nadja Bryant
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 18 day of March, 20 20

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
6/25/2020

LIEN REDUCTION REQUEST FOR
1004 Montclair Rd

CASE # 14-285

The Code Enforcement Board held a public hearing on **6/19/2014**, at which time the Board found the owner, **Danericorp Inc.** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Window Glazing Ch 6 Sec. 6-1003 (m) (1)
Roofs & Drainage Ch 6 Sec. 6-1003 (g)
Exterior Maintenance Ch 6 Sec. 6-1003
Accessory Structures (Fence) Ch 6 Sec. 6-1001

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **07/4/2014.** The lien ran at **$50.00** per day from **7/4/2014** until compliance was achieved on **6/25/2018**. The total fine is **$217,800.00** Code records show onsite inspections were conductedand contact was made. The current owner **Samuel Newton & Setara Glover**, is requesting that the lien be reduced to **$0**, due to the fact that they were not the owners at the time of the violations.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, the property was owned by Danericorp Inc, who then turned the property over to Michael A. Saracco, who sold it to Mr. Newton and Ms. Glover**
- The number of violations related to the subject liens; **Five**
- Number of Inspections performed: **11**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**

- Property Inspection: **5//20 and was incompliance before prior to the Code Board Meeting**
- Inspection 5/8/20: **Showed the property is incompliance**

- Any other mitigating circumstances:

The current market value of the subject property; the current market value is **$44,210.00** according the Brevard County Property Appraiser.

Total Amount of both Liens: **$217,800.00**

Staff submits their cost sheet for Case **# 14-285** in the amount of **$1379.29**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1379.29 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-391 **Date: 06/22/20**

Samual Newton

Site Address: 1004 Montclair Rd

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	2	0.5	$38.64	$38.64
3					
				Total A1	$139.28

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	25.16	$251.60
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$328.88

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	11	$26.16	$287.76
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	1	$59.81	$59.81
4					
5					
				Total A3	$647.57

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	485	$0.35	$169.75
2	Large Envelope	33	$0.64	$21.12
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	40	$0.45	$18.00
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	3	$10.00	$30.00
8				
9				
			Total B	$263.56

C. Total Amount of Cost (A1+A2+A3+B): **$1,379.29**

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2421974
Owners	Newton, Samuel; Glover, Setara
Mailing Address	1004 Montclair Rd Cocoa FL 32922
Site Address	1004 Montclair Rd Cocoa FL 32922
Parcel ID	24-36-29-26-7-8
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.17
Subdivision	Pineridge Subd Unit 2, Tract A Of
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0014/0042
Land Description	Pineridge Subd Unit 2, Tract A Of Tract A Of Pineridge Subd Unit 2 Lot 8 Blk 7



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$44,210	$45,610	$46,080
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$44,210	$45,610	$46,080
Assessed Value School	$44,210	$45,610	$46,080
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$44,210	$45,610	$46,080
Taxable Value School	$44,210	$45,610	$46,080

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
04/02/2018	--	QC	Improved	8129/0272
05/20/2017	$48,000	WD	Improved	7897/0300
02/11/2004	--	QC	Improved	5197/3104
10/07/2003	$45,000	WD	Improved	5089/1623
02/03/2003	--	CT	Improved	4813/2739
04/30/1999	$48,000	WD	Improved	3997/1073
08/30/1998	--	WD	Improved	3888/1378
06/01/1969	$12,300	--	--	1084/0463

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Stucco	Year Built	1961
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	872	Screen Enclosure	240

Carport	240	Pool Deck	386
Enclosed Por	238	Pool - Residential	1
Utility Room	72		
Total Base Area	872		
Total Sub Area	1,422		

CFN 2014172149, OR BK 7197 Page 2163, Recorded 08/28/2014 at 11:14 AM, Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 14-00000285
CERTIFIED MAIL:

August 25, 2014

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Danericorp Inc.
Po Box 542310
Merritt Island, FL 32954

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on June 19, 2014, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated June 19, 2014 accordingly, it having been brought to the Board's attention on August 21,2014 , That Respondent(s) have not complied with the Order dated June 19, 2014, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of $150.00 per day , for each and every day the violation(s) exists and continues to exist 1004 Montclair Rd. Cocoa FL 32922 described as: Parcel ID 24-36-29-26-00007.0-0008.00. Violations: Sec.6-900(b)(1)a-d Accumulation of Trash & Debris, Sec.6-1003(m) Window Glazing, Sec.6-1001(g) Accessory Structure (fence).

After July 4, 2014, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 21st day of August 2014, at City of Cocoa, Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 8/25/14 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn

CFN 2018072633, OR BK 8129 Page 272, Recorded 04/02/2018 at 04:18 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by and return to:
Michael A. Saracco, Esquire
520 Brevard Ave,
Cocoa, FL 32922
Parcel ID# 24-36-29-26-7-8

THIS QUIT CLAIM DEED, Executed this 2 Day of April, 2018, by **MICAHEL A. SARACCO & JAIME L. SARACCO** Husband and Wife, whose mailing address is 5350 N Hwy 1, Cocoa FL 32927, first party, to **SAMUEL NEWTON and SETARA GLOVER,** whose mailing address is_1004 Montclair, Cocoa FL 32922 Second Party.

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 (Ten and 0/100) Dollars in hand paid by the said second party, the receipt whereof is hereby acknowledged, and the Grantor hereby covenants with said guarantee that the grantor is lawfully seized of said land in fee simple that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

Lot 8, Block 7, Plat of Tract "A" of Pineridge Subdivision Unit No 2, according to the plat thereof, as recorded in Plat Book 14, Page 42, inclusive, of the Public Records of Brevard County, Florida.

Subject to taxes and assessments for the current year and all subsequent years.
Subject to restrictions, easements, and covenants of record.
Subject to all applicable zoning rules and regulations.

Parcel ID# 24-36-29-26-7-8

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever

IN WITNESS WHEREOF, the said first party has signed and sealed these present the day and year first above written
Signed, sealed and delivered In the presence of

Witness Signature

Will Bermudez
Printed Name

Witness Signature

Nadja B. Kant
Printed Name

MICHAEL A SARACCO, **GRANTOR**

JAIME L SARACCO, **GRANTOR**

This Instrument was prepared without examination of title and no warranty or other representation is made by the preparer and no express or implied opinion is given as to the marketability or condition of the title, the quantity of lands included therein, the location of the boundaries thereof, or the existence of unpaid taxes, encumbrances, or any other matters affecting the property or the nature of the title thereto

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Michael & Jamie Sykes, Known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same that he is personally known or provided _____ as identification, and that an oath was not taken

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of April 2018

Nadja Bryant
Notary Public

Nadja Bryant
Printed Name of Notary

NADJA KATHRINE BRYANT
Notary Public – State of Florida
Commission # GG 170354
My Comm Expires Dec 21 2021
Bonded through National Notary Assn

CFN 2017108760, OR BK 7897 Page 300, Recorded 05/24/2017 at 09:16 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $336.00

This instrument prepared by and return to:
Michael A. Saracco, Esquire
630 Brevard Ave, Suite B
Cocoa, FL 32922
Parcel ID# 24-36-29-26-7-8

HC

THIS GENERAL WARRANTY DEED, Executed this 20 Day of May, 2017, by **DANERICORP INC,** whose address is PO Box 542310 Merritt Island FL 32954, first party, to **MICHAEL A. SARACCO & JAIME L. SARACCO,** Husband and Wife whose address is 5350 N Hwy 1, Cocoa FL 32927, second party.

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 (ten and 0/100) Dollars in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to wit:

Lot 8, Block 7, of Plat of Tract "A" of Pineridge Subdivision Unit No. 2, According to the Plat thereof as recorded in Plat Book 14, Page 42 of the Public Records of Brevard County, Florida

Parcel ID# 24-36-29-26-7-8

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these present the day and year first above written.
Signed, sealed and delivered In the presence of:

Witness Signature
Blaise Beando
Printed Name
Witness Signature
Christine J. Edminster
Printed Name

DANERICORP INC.
EDWARD PULZ

This Instrument was prepared without examination of title and no warranty or other representation is made by the preparer and no express or implied opinion is given as to the marketability or condition of the title, the quantity of lands included therein, the location of the boundaries thereof, or the existence of unpaid taxes, encumbrances, or any other matters affecting the property or the nature of the title thereto

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward Pulz, Known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same that he is personally known or provided FLDL as identification; and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of May 2017.

MICHAEL A. SARACCO
Notary Public - State of Florida
Commission # GG 019136
My Comm. Expires Nov 28, 2020
Bonded through National Notary Assn.

Notary Public
Michael Saracco
Printed Name of Notary

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount

(Continued)

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
AM	Administration Fee	30.00	30.00	.00	5/22/2020		.00	.00
	.00							
LF	Code Board Fine to Lien	217800.00	217800.00	.00	7/04/2014	6/25/2018	150.00	.00
	.00							
		217830.00	217830.00	.00				.00

add $10.00 for lien

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2019 Roll Details — Real Estate Account At 1004 MONTCLAIR RD, COCOA

Print this page

Real Estate Account #2421974 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2005
PAID	PAID	PAID	PAID		PAID

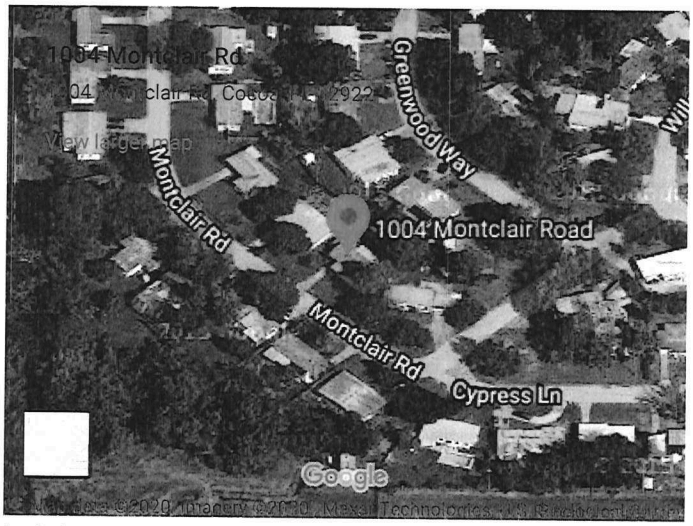
Get Bills by Email

PAID 2019-10-25
$1,114.70
Receipt #416-20-00000295
Click to print receipt

Owner: Newton, Samuel
1004 Montclair RD
Cocoa, FL 32922-6356
and 1 other
Situs: 1004 MONTCLAIR RD
COCOA

Account number: **2421974**
Alternate Key: 2421974
Millage code: 23D0
Millage rate: 17.5937

Assessed value: 44,210
School assessed value: 44,210



Location is not guaranteed to be accurate.

GIS - Property Appraiser
View

2019 Annual bill

Ad valorem: $777.81
Non-ad valorem: $383.34
Total Discountable: 1161.15
No Discount NAVA: 0.00
Total tax: $1,161.15

Legal description

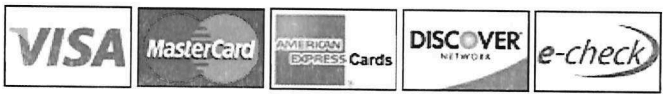
PINERIDGE SUBD UNIT 2, TRACT A OF TRACT A OF PINERIDGE SUBD UNIT 2 LOT 8 BLK 7

Location

Geo number: 24 3629-26-7-8
Property class: 0110
Township: 24
Range: 36
Section: 29
Block: 7
Lot: 8
Value code: 10
Use code: 0110
Total acres: 0.170

Addresses

Other owners: Glover, Setara



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POWERED BY GRANT STREET GROUP

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2421974
Owners	Newton, Samuel; Glover, Setara
Mailing Address	1004 Montclair Rd Cocoa FL 32922
Site Address	1004 Montclair Rd Cocoa FL 32922
Parcel ID	24-36-29-26-7-8
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.17
Subdivision	Pineridge Subd Unit 2, Tract A Of
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0014/0042
Land Description	Pineridge Subd Unit 2, Tract A Of Tract A Of Pineridge Subd Unit 2 Lot 8 Blk 7



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$44,210	$45,610	$46,080
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$44,210	$45,610	$46,080
Assessed Value School	$44,210	$45,610	$46,080
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$44,210	$45,610	$46,080
Taxable Value School	$44,210	$45,610	$46,080

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
04/02/2018	--	QC	Improved	8129/0272
05/20/2017	$48,000	WD	Improved	7897/0300
02/11/2004	--	QC	Improved	5197/3104
10/07/2003	$45,000	WD	Improved	5089/1623
02/03/2003	--	CT	Improved	4813/2739
04/30/1999	$48,000	WD	Improved	3997/1073
08/30/1998	--	WD	Improved	3888/1378
06/01/1969	$12,300	--	--	1084/0463

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Stucco	Year Built	1961
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	872	Screen Enclosure	240

Carport	240	Pool Deck	386
Enclosed Por	238	Pool - Residential	1
Utility Room	72		
Total Base Area	872		
Total Sub Area	1,422		

CFN 2017108760, OR BK 7897 Page 300, Recorded 05/24/2017 at 09:16 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $336.00

This instrument prepared by and return to:
Michael A. Saracco, Esquire
630 Brevard Ave, Suite B
Cocoa, FL 32922
Parcel ID# 24-36-29-26-7-8

HC

THIS GENERAL WARRANTY DEED, Executed this 20 Day of May, 2017, by **DANERICORP INC,** whose address is PO Box 542310 Merritt Island FL 32954, first party, to **MICHAEL A. SARACCO & JAIME L. SARACCO,** Husband and Wife whose address is 5350 N Hwy 1, Cocoa FL 32927, second party.

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 (ten and 0/100) Dollars in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to wit:

Lot 8, Block 7, of Plat of Tract "A" of Pineridge Subdivision Unit No. 2, According to the Plat thereof as recorded in Plat Book 14, Page 42 of the Public Records of Brevard County, Florida

Parcel ID# 24-36-29-26-7-8

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these present the day and year first above written.
Signed, sealed and delivered In the presence of:

Witness Signature
Blaine Recndo
Printed Name
Witness Signature
Christine J. Edminster
Printed Name

DANERICORP INC.
EDWARD PULZ

This Instrument was prepared without examination of title and no warranty or other representation is made by the preparer and no express or implied opinion is given as to the marketability or condition of the title, the quantity of lands included therein, the location of the boundaries thereof, or the existence of unpaid taxes, encumbrances, or any other matters affecting the property or the nature of the title thereto

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward Pulz, Known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same that he is personally known or provided FLDL as identification; and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of May 2017.

MICHAEL A. SARACCO
Notary Public - State of Florida
Commission # GG 019136
My Comm. Expires Nov 28, 2020
Bonded through National Notary Assn.

Notary Public
Michael Saracco
Printed Name of Notary

CFN 2014172149, OR BK 7197 Page 2163, Recorded 08/28/2014 at 11:14 AM, Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 14-00000285
CERTIFIED MAIL:

August 25, 2014

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Danericorp Inc. Po Box 542310 Merritt Island, FL 32954

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on June 19, 2014, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated June 19, 2014 accordingly, it having been brought to the Board's attention on August 21,2014 , That Respondent(s) have not complied with the Order dated June 19, 2014, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of $150.00 per day , for each and every day the violation(s) exists and continues to exist 1004 Montclair Rd. Cocoa FL 32922 described as: Parcel ID 24-36-29-26-00007.0-0008.00. Violations: Sec.6-900(b)(1)a-d Accumulation of Trash & Debris, Sec.6-1003(m) Window Glazing, Sec.6-1001(g) Accessory Structure (fence).

After July 4, 2014, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 21st day of August 2014, at City of Cocoa, Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Jim Hickey

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 8/25/14 **Signed:** Mary Lou Stearns

Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
6/25/2020

LIEN REDUCTION REQUEST FOR
1004 Montclair Rd

CASE # 14-285

The Code Enforcement Board held a public hearing on **6/19/2014**, at which time the Board found the owner, **Danericorp Inc.** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Window Glazing Ch 6 Sec. 6-1003 (m) (1)
Roofs & Drainage Ch 6 Sec. 6-1003 (g)
Exterior Maintenance Ch 6 Sec. 6-1003
Accessory Structures (Fence) Ch 6 Sec. 6-1001

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **07/4/2014.** The lien ran at **$50.00** per day from **7/4/2014** until compliance was achieved on **6/25/2018**. The total fine is **$217,800.00** Code records show onsite inspections were conductedand contact was made. The current owner **Samuel Newton & Setara Glover**, is requesting that the lien be reduced to **$0**, due to the fact that they were not the owners at the time of the violations.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, the property was owned by Danericorp Inc, who then turned the property over to Michael A. Saracco, who sold it to Mr. Newton and Ms. Glover**
- The number of violations related to the subject liens; **Five**
- Number of Inspections performed: **11**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**

- Property Inspection: **5//20 and was incompliance before prior to the Code Board Meeting**
- Inspection 5/8/20: **Showed the property is incompliance**

- Any other mitigating circumstances:

The current market value of the subject property; the current market value is **$44,210.00** according the Brevard County Property Appraiser.

Total Amount of both Liens: **$217,800.00**

Staff submits their cost sheet for Case # **14-285** in the amount of **$1379.29**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1379.29 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-14-285 **Date: 06/22/20**

Samual Newton

Site Address: 1004 Montclair Rd

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	2	0.5	$38.64	$38.64
3					
				Total A1	$139.28

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	25.16	$251.60
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$328.88

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	11	$26.16	$287.76
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	1	$59.81	$59.81
4					
5					
				Total A3	$647.57

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	485	$0.35	$169.75
2	Large Envelope	33	$0.64	$21.12
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	40	$0.45	$18.00
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	3	$10.00	$30.00
8				
9				
			Total B	$263.56

C. Total Amount of Cost (A1+A2+A3+B): $1,379.29

Legislation Details (With Text)

File #:	20-641	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/21/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 2406 Mercer Dr., be reduced to $1,100.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Brevard County Property Appraiser.pdf LIEN RECORDED.pdf Staff Report for Lien Reduction-2406 Mercerdocx.pdf Cost Affidavit Form 2406 Mercer Dr.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2020
Agenda Date: October 13, 2020
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe. (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 2406 Mercer Dr., be reduced to $1,100.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 17-682

The Code Enforcement Board held a public hearing on **7/19/2018**, at which time the Board found the owner, **Watton, Catherine Christine** in violation of the following:

- *Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- *Weeds, Ch 6 Sec. 6-1001(d)*
- *Accessory Structures Ch 6 Sec. 6-1001 (g*

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **08/22/2018.** The lien ran at **$50.00** per day from **8/21/2018** until compliance was achieved on **7/15/2020**. The total fine is **$52,060.00** Code records show onsite inspections were conducted and contact was made. The current owner **Watton, Catherine Christine/Richard Hutchcraft** is

requesting that the lien be reduced to **$0**.

_____

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, the property was owned by Watton, Catherine Christine and later purchased by Richard Hutchcraft**
- The number of violations related to the subject liens; **Three**
- Number of Inspections performed: **14**
- The length of time the property was in violation before correction -694 days
- Previous Code Violations: **Yes**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **9/15/20 and was incompliance before prior to the Code Board Meeting**
- Inspection 5/8/20: **Showed the property is incompliance**
- Any other mitigating circumstances:

The current market value of the subject property; the current market value is **$87,640.00** according the Brevard County Property Appraiser.

Total Amount of both Liens: **$52,060.00**

Staff submits their cost sheet for Case **# 17-682** in the amount of **$2202.86**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $2202.86 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting September 17, 2020, recommended that the lien be reduced to $1,100.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 2406 Mercer Dr., be reduced to $1,100.00 as recommended by the Code Enforcement Board.

Application # CE - 17 - 692

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
AUG 24 2020
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 8-20-2020

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: RICHARD L. HUTCHCRAFT

Mailing Address: 101 SILVER HILL LN

City: COCOA State: FL Zip Code: 32926

Phone #: 321 690 0072 Fax #: _____

Mobile #: _____ E-mail: RHUTCHCRAFT@CFL.RR.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 2406 MERLER DR 32926

Parcel ID: 24-36-19-01-8-2

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐☐.☐☐-

☐☐☐☐.☐☐ 2415165

Tax Account Number:

☐☐☐☐☐☐☐

Existing Use(s) on Property: SINGLE FAMILY RESIDENTIAL

Proposed Use(s) on Property: SAME

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): _____

Date Fine or Lien Imposed: _____ Amount of Fine: _____ per day

Have the violation(s) on the subject property been corrected (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 8/10/2020

5. **Please provide the following information:**

Code enforcement case number: 17-682

Were you the property owner at the time the lien was imposed? Yes (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? UNKNOWN

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
THE OWNER OF RECORD (CHRISTINE WATTON) WAS DECEASED AT THE TIME OF VIOLATION NOTIFICATION.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

(PRIOR OWNER) UNKNOWN

Amount you are requesting that the lien be reduced to: ZERO

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

IN AN ENVIRONMENT INVOLVING A DERELICT PARCEL (AND/OR) BUILDING IMPROVEMENT, A POTENTIAL INVESTOR MUST BE ABLE TO RESOLVE A LIEN THROUGH A RELIEF MECHANISM, IN ORDER TO JUSTIFY INVESTMENT. THIS NEW INVESTMENT IS KNOWN AS GENTRIFICATION AND ENABLES THE CITY TO CONTINUE TO ATTRACT CONTINUED INVESTMENT.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

UPDATED NEIGHBOR HOODS, UPGRADED BY INVESTORS, ATTRACT NEXT GENERATION BUYERS/OWNERS/TAX PAYERS, AND INCREASES THE CITY TAX BASE/MILLAGE. FOUR PERMITS HAVE BEEN PULLED/FINALIZED (ROOF)(ELECTRICAL)/FENCE)(DEBRIS) BY NEW OWNER OF RECORD. OWNER (AT SUBJECT ADDRESS) HAS INVESTED ($140,000 CASH) TOWARDS GENTRIFICATION OF THIS AREA OF COCOA, FL.

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☐ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF FLORIDA COUNTY OF BREVARD. I, RICHARD L. HUTCHCRAFT being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

RICHARD L. HUTCHCRAFT
Richard L Hutchcraft
(APPLICANT SIGNATURE)

COREY STEVEN SAUSSY
Notary Public – State of Florida
Commission # GG 177577
My Comm. Expires Jan 22, 2022
Bonded through National Notary Assn.
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FLORIDA DRIVERS LICENSE

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 24th day of August, 20 20

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2415165
Owners	Hutchcraft, Richard L
Mailing Address	101 Silver Hill Ln Cocoa FL 32926
Site Address	2406 Mercer Dr Cocoa FL 32926
Parcel ID	24-36-19-01-8-2
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.19
Subdivision	College Green Estates Unit 3
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0020/0048
Land Description	College Green Estates Unit 3 Lot 2 Blk 8



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$87,640	$80,460	$78,760
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$87,640	$80,460	$78,760
Assessed Value School	$87,640	$80,460	$78,760
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$87,640	$80,460	$78,760
Taxable Value School	$87,640	$80,460	$78,760

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
01/17/2020	$63,500	WD	Improved	8646/2919
05/15/2019	$10,100	CT	Improved	8441/0305
06/08/2017	--	DC	Improved	8131/1025
09/19/2007	--	WD	Improved	5817/0512
05/01/1975	$20,000	--	--	1529/0479

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1966
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,081	Patio - Concrete	471
Carport	368	Spa - Residential Attached	1
Screen Porch	210		
Total Base Area	1,081		
Total Sub Area	1,659		

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-682
9/20/2018

CFN 2018231482, OR BK 8286 PAGE 1460,
Recorded 10/16/2018 at 01:34 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Catherine Christine Watton
Owners of the Property located at:
2406 Mercer Dr
Cocoa FL 32926

Parcel ID: 24-36-19-01-8-2

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/20/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 8/21/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 20th , day of September, 2018

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 24 day of September, 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

DARLA D. CROWL
Commission # GG 232414
Expires November 11, 2018
Bonded Thru Budget Notary Services

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
9/16/2020

LIEN REDUCTION REQUEST FOR
2406 Mercer Dr

CASE # 17-682

The Code Enforcement Board held a public hearing on **7/19/2018**, at which time the Board found the owner, **Watton, Catherine Christine** in violation of the following:

- *Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- *Weeds, Ch 6 Sec. 6-1001(d)*
- *Accessory Structures Ch 6 Sec. 6-1001 (g*

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **08/22/2018.** The lien ran at **$50.00** per day from **8/21/2018** until compliance was achieved on **7/15/2020**. The total fine is **$52,060.00** Code records show onsite inspections were conductedand contact was made. The current owner **Watton, Catherine Christine/Richard Hutchcraft** is requesting that the lien be reduced to **$0**. New Owner Richard Hutchcraft.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, the property was owned by Watton, Catherine Christine and later purchased by Richard Hutchcraft**
- The number of violations related to the subject liens; **Three**
- Number of Inspections performed: **14**
- The length of time the property was in violation before correction -694 days
- Previous Code Violations: **Yes**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **9/15/20 and was incompliance before prior to the Code Board Meeting**

- Inspection 5/8/20: **Showed the property is incompliance**

- Any other mitigating circumstances:

The current market value of the subject property; the current market value is **$87,640.00** according the Brevard County Property Appraiser.

Total Amount of both Liens: **$52,060.00**

Staff submits their cost sheet for Case # **17-682** in the amount of **$2202.86**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $2202.86 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-682 **Date: 09/16/20**

Richard Hutchcraft/Catherine Christine Watton

Site Address: 2406 Mercer Dr

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	14	0.5	$25.16	$176.12
2	Code Manager	5	0.5	$38.64	$96.60
3					
				Total A1	$272.72

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	14	0.5	25.16	$352.24
2	Code Manager	7	0.5	38.64	$270.48
3					
				Total A2	$622.72

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	24	$26.16	$627.84
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$59.81	$119.62
4					
5					
				Total A3	$1,047.46

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	485	$0.35	$169.75
2	Large Envelope	33	$0.64	$21.12
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	32	$0.45	$14.40
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	3	$10.00	$30.00
8				
9				
			Total B	$259.96

C. Total Amount of Cost (A1+A2+A3+B): $2,202.86

Legislation Details (With Text)

File #:	20-673	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/29/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Review State of Florida Executive Order Number 20-244 regarding Phase 3 of the Governor's Safe. Smart. Step-by-Step. Plan for Florida's Recovery and take whatever action deemed necessary regarding the local face covering emergency Ordinance no. 13-2020, Resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020-146 Resolution(Establishing a limited permit-outdoor seating areas).pdf Ordinance No. 13-2020.pdf Gov. EO_20-244				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2020
Agenda Date: October 13, 2020
Prepared By: Matthew Fuhrer, Assistant City Manager
Through:
Requested Action:
Review State of Florida Executive Order Number 20-244 regarding Phase 3 of the Governor's Safe. Smart. Step-by-Step. Plan for Florida's Recovery and take whatever action deemed necessary regarding the local face covering emergency ordinance no. 13-2020, resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities.

BACKGROUND:

On Friday, September 25, 2020, Governor Ron DeSantis signed Executive Order Number 20-244 (Phase 3; Right to Work; Business Certainty; Suspension of Fines.) which moved the State of Florida in to Phase 3 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery and which supersedes and eliminates any and all restrictions of previous Executive Orders issued for Phases 1 and 2 of the plan.

This Executive Order stresses the importance of economic recovery for the State of Florida as a result of COVID-19 related closures and prohibits local governments from restricting Floridians from working or operating a business. In particular, it states that all restaurants, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor

capacity and if a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, it is up to the local government to prove the public health reasons for the limitation on capacity to the State. The Executive Order also suspends all COVID-19 related individual fines and penalties.

Given Executive Order Number 20-244, Staff is requesting direction on several COVID-19 related emergency measures adopted by the City Council as follows:

Emergency Ordinance No. 13-2020 Requiring Face Coverings.

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance no. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30 days or until action could be taken by Council at the next regularly scheduled City Council meeting.

This Emergency Ordinance no. 13-2020 which requires face covering in places open to the public within City limits includes an enforcement section which includes civil citations with fines and community service hours for non-compliance. Section 4 of the Governor's Executive Order Number 20-244 provides "This order, consistent with Executive Order 20-92, suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals." At this time, no fines or penalties have been imposed for violations of Ordinance No. 13-2020. However, if fines and penalties were imposed under Ordinance No. 13-2020 in the future, the City would not be able to collect the fines and penalties as long as EO-244 remains in effect. It is uncertain when the Executive Order will be terminated, or whether it will be replaced by further restrictions on collecting fines and penalties related to COVID-19 restrictions like the face covering emergency ordinance.

If Council decides to extend the duration of Emergency Ordinance No. 13-2020, no changes to the Ordinance is required related to potential fines and penalties. However, the City needs to be aware that any fines and penalties imposed under Emergency Ordinance No. 13-2020 may not be collectible at least during the duration of the Governor's Executive Order. Alternatively, the Council could remove the enforcement section stated in the Ordinance.

Staff is seeking Council direction on Cocoa's Emergency Ordinance no. 13-2020 to continue requiring face coverings in City limits, and whether to remove the enforcement section based on the latest Governor's Executive Order.

Resolution No. 2020-146 - Outdoor Seating for Restaurants.

On Wednesday, May 6, 2020, Cocoa City Council approved Resolution 2020-146 establishing a limited permit-outdoor seating area for local restaurants to be able to expand dining options for patrons while under the seating capacity limitations ordered by the State. This resolution allowed restaurants to obtain a limited permit authorizing new, temporary outdoor seating areas that did not exist previously. Per the resolution, the limited permits shall expire upon the recession or expiration of Executive Orders which maintains limited indoor seating capacity to seventy-five percent (75%) or less.

With the recent approval of Executive Order 20-244 expanding capacity of restaurants to no less than

100% occupancy, this would expire the temporary permits in place. Currently the following establishments have applied for and were approved for the temporary expanded outdoor seating areas:

- Beef O' Brady's - private area only utilized; no public or private parking areas used
- Ossorio Bakery & Café - public sidewalk area only
- Jerk Flavas Jamaican Restaurant - private area only and no public or private parking areas used
- Village Idiot Pub - approved 4 public parking spaces but currently utilizing only 3
- Pub Americana - approved 3 public parking spaces

Staff is seeking Council direction on revising Resolution 2020-146 to continue to allow the temporary outdoor dining permits through December 31, 2020 for those that already have approved permits and allow these establishments the opportunity to continue to recover after months of shutdowns and capacity restrictions. Also it would allow those patrons that are still concerned with social distancing the opportunity to patronize these establishments and practice social distancing guidelines.

Social Gatherings - Public Special Events.

Executive Order 20-244 also rescinds all previous orders limiting social gatherings. On June 10, 2020 Cocoa City Council requested that all public special events at City facilities submit a COVID-19 safety plan to City Council for event approval. The plan would outline measures being taken by the event organizer to ensure public safety and mitigate against the spread of the coronavirus at events on City property.

Staff is seeking direction from Council to continue to require safety plans be submitted by all organizers requesting to host a public special event at a City Facility but allow those plans to be reviewed by the Emergency Operations Manager, the Assistant to the City Manager and the City Manager for event approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

PREVIOUS ACTION:

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance no. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30 days or until action could be taken by Council at the next regularly scheduled City Council meeting.

On Wednesday, May 6, 2020, Cocoa City Council approved Resolution 2020-146 establishing a limited permit-outdoor seating area for local restaurants to be able to expand dining options for patrons while under the seating capacity limitations ordered by the State.

On June 10, 2020 Cocoa City Council requested that all public special events at City facilities submit a COVID-19 safety plan to City Council for event approval. The plan would outline measures being taken by the event organizer to ensure public safety and mitigate against the spread of the coronavirus at events on City property.

RECOMMENDED MOTION:

Due to Governor DeSantis' recent Emergency Executive Order Number 20-244, Staff is seeking Council direction on the extension of and/or revision of Emergency Ordinance 13-2020 requiring face covering within the city limits of Cocoa, the revision of resolution 2020-146 establishing a limited permit for outdoor dining areas through December 31, 2020, and the approval of COVID-19 event safety plans for all public special events hosted on city facilities by the Emergency Operations Manager, Assistant to the City Manager and the City Manager.

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RESOLUTION NO. 2020-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING A LIMITED PERMIT TO AUTHORIZE NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS RESTRICTIONS ON INDOOR SEATING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 15, 2020, Brevard County declared a county emergency regarding COVID-19; and

WHEREAS, on April 29, 2020, Governor Ron DeSantis issued Executive Order 20-112, which establishes Phase I of the path to re-opening Florida; and

WHEREAS, specifically, Executive Order 20-112 provides that restaurants and food establishments licensed under Chapter 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy; and

WHEREAS, Executive Order 20-112 also provides that restaurant outdoor seating is permissible with appropriate social distancing, which requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating; and

WHEREAS, under the circumstances, the City desires to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity in compliance with Executive Order 20-112; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

A. *Limited Permit Established.* The City Council hereby establishes a process for restaurants to obtain a limited permit authorizing new, temporary outdoor seating areas that did not exist prior to the Governor's issuance of Executive Order 20-112 on April 29, 2020. No new outdoor seating may be established unless a limited permit as described herein is first obtained from the City Manager or his designee. No fees for the limited permit shall be charged. No cooking, food storage, food preparation, or open flames shall be permitted in the outdoor seating area. Existing, permanent outdoor seating areas previously permitted by the City are exempt from the requirements of this Resolution. All restaurants seeking to establish new, temporary outdoor seating must comply with the requirements of Executive Order 20-112, including appropriate social distancing measures as defined therein, the Florida Fire Prevention Code, the Florida Health Department regulations, and the Americans with Disabilities Act. Issuance of a limited permit for outdoor seating shall in no way excuse or waive compliance with Executive Order 20-112, or any subsequent extension thereof, the Florida Fire Prevention Code, the Florida Health Department regulations, or the Americans with Disabilities Act. Restaurants applying for a limited permit shall not be required to obtain site plan approval or a site plan amendment for the addition of the temporary outdoor seating.

B. *Limited Permit Application – Private Property.* Restaurants seeking to establish new, temporary outdoor seating on private property must submit an application to the Community Services Department, which shall include the following:

1. Consent of the property owner, if the restaurant is not owned by the property owner;
2. A sketch or depiction of the area where outdoor seating is to be located, including dimensions of the seating area, number of tables and chairs proposed, and location of any outdoor heating devices, which may not be located within 2 feet from the edge of any tent, canopy, covering, or other flammable object or material;
3. If applicable, a description of or specifications for any tent, canopy, or covering to be erected above the seating area, which must remain open on all sides at all times during dining service, even during inclement weather;
4. If the outdoor seating area is to be located within a parking lot, a sketch or depiction of the location of temporary physical barriers that will be placed to separate the outdoor seating area from the remaining parking and description of the type of temporary physical barriers to be used. No parking for disabled persons may be repurposed for outdoor seating use;
5. If beer and/or wine will be served, written proof from the state division of alcoholic beverages that the outdoor seating area has

been included into the alcohol licensed premises pursuant to the state beverage laws.

C. *Limited Permit Application – Public Property.* Restaurants seeking to establish new, temporary outdoor seating on public property, such as the public sidewalk, shall include all application submittal requirements described in Section 2.B above, in addition to the following:

1. The sketch or depiction of the area where outdoor seating is to be located shall also include the location of adjacent private property boundaries, street trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other obstruction or object either existing or proposed within a pedestrian pathway;
2. In the event the applicant desires to use an area in front of an adjacent business, the applicant shall submit a written statement from the owner of the adjacent property and any tenant, if different than the owner, that shows the owner of the adjacent property and the tenant approve of the applicant's application to establish and operate the outdoor seating area in front of the adjacent property.
3. A signed instrument, in a form acceptable to the city attorney and city manager, agreeing to indemnify and hold harmless the city and its council members, officers, employees, and attorneys. The signed instrument shall, at a minimum, state the applicant will indemnify and hold the city harmless against liability, including court costs and reasonable attorneys fees, through all appellate proceedings, for any and all claims for damage to property, or injury to, or death of, persons arising out of or resulting from the issuance of the permit to establish and operate the outdoor seating area in the public right-of-way; and
4. A certificate of commercial general liability insurance covering the restaurant with a minimum per occurrence limit of not less than three hundred thousand dollars ($300,000.00), with the city shall be named as an additional insured on the commercial general liability insurance policy, as the city's interests may occur.

D. *Processing Limited Permit Applications.* The City Manager or his designee shall review and approve the limited, non-transferable permit, provided that:

1. The new, temporary outdoor seating, including associated noise and lighting, will not negatively impact neighboring property owners; will not impede safe ingress and egress to the property; and will not unreasonably impede or interfere with pedestrian traffic or public facilities in the right-of-way, such as bus stops;
2. Safe pedestrian access is provided to the restaurant's entrance and to the new outdoor seating area;
3. An adequate buffer is provided between the outdoor seating area and parking or drive aisles;
4. If the outdoor seating area is to be located within a parking lot, the new outdoor seating area may not result in the reduction of

available parking spaces to less than what is required to operate the restaurant based on the reduced 25% occupancy and all combined outdoor seating areas. If the restaurant desires to maintain the limited permit and outdoor seating area during the period of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, the City shall conduct a further evaluation of whether the outdoor seating area results in the reduction of available parking spaces to less than what is required to operate the restaurant based on the reduced capacity;

5. The property owner has consented to the outdoor seating area; and
6. The restaurant has a valid business license to operate in the City.

E. *Building Permit Required.* All tents, canopies, or covers that exceed 120 square feet shall require a building permit and appropriate inspections as required by the Florida Building Code and shall be made of flame retardant or resistant materials as provided in the Florida Fire Prevention Code. No fees will be charged for the building permit or inspections.

F. *Flooring.* No raised platforms, temporary decks or special flooring is permitted within the outdoor seating area. All tables and chairs must be placed directly on the ground.

G. *Expiration.* All limited permits authorizing new, temporary outdoor seating areas shall expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, whichever is later. In addition, all limited permits shall expire immediately upon the issuance of any executive order closing restaurant service or limiting it to take-out only.

H. *Revocation.* Limited permits issued by the City Manager or his designee may be revoked after adequate notice and an opportunity to be heard is given to the restaurant, based upon:

1. The limited permit was obtained upon a false statement, fraud, concealment, deceit, misrepresentation, misleading statements, evasions or suppression of material facts;
2. The restaurant failed to adhere to the requirements of this Resolution, the conditions of the permit, or the Governor's applicable executive order;
3. The City has received complaints from neighboring property owners that the outdoor seating area has become a nuisance or detriment to the enjoyment of their property;
4. If applicable, the adjacent property owner or tenant revokes their approval to operate the outdoor seating area in front of the adjacent property;
5. The City must conduct street, sidewalk, or utility repairs;

6. The restaurant failed to maintain the outdoor seating area with a clean and attractive appearance;
7. If the temporary outdoor seating area is located in a parking lot, subsequent increases in indoor seating capacity render the outdoor seating area unsafe or reduce the available parking spaces to less than what is required to operate the restaurant based on the reduced occupancy; or
8. The outdoor seating area creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic and poses a danger to the health, safety and general welfare of the public.

I. *Penalty.* Failure to comply with this Resolution or the conditions of any limited permit issued shall be unlawful and may result in a penalty not exceeding $500 per violation.

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 6th day of May, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

ORDINANCE NO. 13-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

WHEREAS, the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

WHEREAS, the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

WHEREAS, pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

WHEREAS, in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

WHEREAS, after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

WHEREAS, the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

WHEREAS, the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

WHEREAS, COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

WHEREAS, a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

WHEREAS, according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

WHEREAS, based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

WHEREAS, this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

WHEREAS, it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

WHEREAS, this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

WHEREAS, the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

WHEREAS, it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County*, Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

WHEREAS, in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

WHEREAS, enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

WHEREAS, the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

"Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

Section 3. Face Covering Required.

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

Section 4. **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

Section 5. Business Establishments – Posting Notice. Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

Section 6. Compliance and Enforcement. This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

Section 7. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

Section 8. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 9. Severability; Conflicts; Applicability.

(a) If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 10. Report to City Council; Sunset Ordinance. The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 11. Effective Date. This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 20-244

(Phase 3; Right to Work; Business Certainty; Suspension of Fines.)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on April 29, 2020, I issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

WHEREAS, on May 14, 2020, I issued Executive Order 20-123 for Full Phase 1; and

WHEREAS, on June 3, 2020, I issued Executive Order 20-139 initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

WHEREAS, the State of Florida has suffered economic harm as a result of COVID-19-related closures, exacerbating the impacts of the State of Emergency, and Floridians should not be prohibited by local governments from working or operating a business.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (l)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 3

This order supersedes and eliminates any and all restrictions of Executive Orders 20-112, 20-123 and 20-139, as well as Executive Orders 20-192, 20-214 and 20-223, except as modified herein.

Section 2. Right to Work and Operate a Business

No COVID-19 emergency ordinance may prevent an individual from working or from operating a business. This preemption is consistent with Executive Order 20-92.

Section 3. Restaurants

Pursuant to Chapter 252, including sections 252.36(5)(b), (g) and (h), Florida Statutes, and in order to safeguard the economic vitality of this state, any restaurant may operate as set forth below.

A. Restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity. If a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must on its face satisfy the following:

   i. quantify the economic impact of each limitation or requirement on those restaurants; and

   ii. explain why each limitation or requirement is necessary for public health.

B. Nothing in this order preempts or supersedes a non-COVID-19 municipal or county order.

Section 4. Suspension of COVID-19-related Individual Fines and Penalties

This order, consistent with Executive Order 20-92, suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals.

Section. 5 Effective Date

This order is effective immediately.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 25th day of September, 2020.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2020 SEP 25 PM 4:06
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Legislation Details (With Text)

File #:	20-682	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	9/30/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve Resolution No. 2020-211 officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith. (Public Relations Specialist/ Assistant to the City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2020-211 Joe Lee Smith Naming.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 30, 2020
Agenda Date: October 13, 2020
Prepared By: Samantha Senger, Assistant to the City Manager
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve Resolution ___ officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith.

BACKGROUND:

In doing research for the upcoming Dr. Joe Lee Smith Community Center ribbon cutting event on Saturday, October 17, 2020, it was discovered that the Community Center was never officially named after Dr. Joe Lee Smith. The park surrounding the center, formally known as Magnolia Recreation Center and Park was dedicated in honor of Dr. Joe Lee Smith and the center came to be known the Dr. Joe Lee Smith Community Center.

The park was named for Dr. Smith who served on the District 4 Recreation Board and was a fierce advocate for the Magnolia Street Center and fought to clean up the park and center. He also was instrumental in getting the addition of a swimming pool to the park to provide additional recreational opportunities to the community. Dr. Smith was born and raised in Cocoa and attended Monroe High School. After graduating and going to college on a baseball scholarship at Florida A&M University, Dr. Smith returned to Brevard where he joined Cocoa High School as their first African American Assistant Principal. He went on to lead at Eastern Florida State College for many years and served on the Rockledge City Council for 36 years. Dr. Joe Lee Smith continues to serve the local community as a member of several civic and non-profit organizations.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

No previous action taken to officially name the center by resolution of the Cocoa City Council.

RECOMMENDED MOTION:

Approve Resolution ___ officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith.

Legislation Details (With Text)

File #:	20-640	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	9/21/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard LMS 2020_final.pdf Brevard County DR-4399 HMGP Applicant Support Ltr.pdf FDEM.Brevard.APA.08-13-2020.pdf Support Letter Initiative Updated 3 22 2020.pdf 2020 LMS resolution_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2020
Agenda Date: October 13, 2020
Prepared By: Jonathan Lamm, Fire Chief
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan

BACKGROUND:

The Local Mitigation Strategy (LMS) Plan is a multi-jurisdictional hazard mitigation plan that is a result of the coordinated and cooperative effort through several local governments within Brevard County. The development and implementation of the LMS Plan provides a mechanism to address issues that will reduce or eliminate exposure to hazard impacts.

The local governments include the City of Cape Canaveral, the City of Cocoa, the City of Cocoa Beach, the Town of Grant-Valkaria, the Town of Indialantic, the City of Indian Harbour Beach, the Town of Malabar, the City of Melbourne, the Town of Melbourne Beach, the City of Palm Bay, the Town of Palm Shores, the City of Rockledge, the City of Satellite Beach, the City of Titusville, the City of West Melbourne and Brevard County.
Other key participant organizations and agencies involved with this project include Waste Management, Canaveral Port Authority, St. John's River Water Management District, Harris Corporation, Florida Institute of Technology, and Brevard County Public Schools.

The LMS Plan is updated every five years. As part of this update, additional projects were submitted,

reviewed, and ranked by the steering committee. The projects as part of the LMS Plan are intended to avoid or minimize hazard vulnerabilities in the future.

The participation in and adoption of the Brevard County LMS Plan makes the City of Cocoa eligible for LMS funding for specific projects pending the availability of funding after significant hazard events.

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

Budgeted No
There are no budgetary impacts related to the adoption of the LMS Plan.

PREVIOUS ACTION:

City Council approved a Resolution adopting the Brevard County 2015 LMS Plan update at the July 28, 2015 City Council Meeting.

RECOMMENDED MOTION:

Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan

Brevard County Florida

2020

Brevard Prepares

Local Hazard Mitigation Strategy

A Multi-Jurisdictional Plan

1.1 RECORD OF CHANGES

Number	Date	Summary	Improvement Plan	Initial
1	07/2016	Revisions to include risk analysis for described hazards pp. 38-122, updates to the Brevard Prepares Operating Procedures in Appendix II, pp.169-181, and correcting scrivener's errors.	Changes implemented	DC
2	06/2018	Update projects list	Changes implemented	DC
3	04/2019	Update projects list	Changes implemented	DC
4	07/2020	Update entire plan	Changes implemented	DC

1.2 ACKNOWLEDGEMENTS

Brevard County Emergency Management engaged a number of community stakeholders and utilized a variety of data sources to complete this installment of the Brevard County Local Mitigation Strategy.

Brevard Prepares, a group that provides a forum for public officials, private firms and the public to develop strategies to prepare for disasters, was crucial to the development of this plan. The group includes seventeen jurisdictions and Brevard County, as well as Waste Management, St. John's River Water Management District (SJRWMD), Harris Corporation, and Brevard County Public Schools, and the Canaveral Port Authority.

The jurisdictions that participated in this plan are listed below:

- Brevard County
- City of Cape Canaveral
- City of Cocoa
- City of Cocoa Beach
- Town of Grant-Valkaria
- Town of Indialantic
- City of Indian Harbour Beach
- Town of Malabar
- City of Melbourne
- Town of Melbourne Beach
- City of Palm Bay
- Town of Palm Shores
- City of Rockledge
- City of Satellite Beach
- City of Titusville
- City of West Melbourne
- Brevard Public Schools
- Canaveral Port Authority

In addition, Brevard County Emergency Management utilized data and information from the National Climatic Data Center, the National Oceanic and Atmospheric Administration, National Weather Service, Hazus-MH, Brevard County Property Appraiser's Office, Brevard County Emergency Management (CEMP), Comprehensive Planning and Land Development Offices of all Jurisdictions, East Central Florida Regional Planning Council, Brevard Traffic Planning Organization, University of Georgia's EDDMapS, University of Florida's Agricultural Extension, Cape Canaveral (Sea Level Rise Studies), VAISALA National Lightning Detection Network, and Brevard County Geographic Information Systems to update this document with the "best available" climate and hazard vulnerability data.

1.3 MISSION

To provide Brevard County residents, businesses and industries, non-profit organizations, and local governments the education and support necessary to reduce the loss of life and human suffering; to minimize property damage; and to protect environmentally sensitive areas from all types of disasters through a comprehensive, risk-based, all-hazard emergency management program.

1.4 EXECUTIVE SUMMARY

The Federal and State government requires that Brevard County have a Hazard Mitigation Plan in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 as implemented in 44 CFR 201.6(b)-(d); and, 27P-22 Florida Administrative Code. In 1998, public and private sector interests of Brevard County joined together as Brevard Prepares to pre-identify critical facilities and projects and programs that could be done to help reduce the impacts of future disasters. The projects and programs are called mitigation initiatives. Currently, the Brevard Prepares Steering Committee hears new initiatives and guides the LMS process on an annual basis. However, every 5 years the State reviews and approves the Strategy using state and federal guidance documents. The Brevard Prepares Steering Committee has undertaken a comprehensive planning process in conjunction with Brevard County Emergency Management, culminating in the publication of this 2020 update of the Brevard County Local Mitigation Strategy.

The Brevard County Local Mitigation Strategy (LMS) provides the framework to reduce identified hazards within the county with an objective of increasing the County's resilience. The purpose of the LMS through its guiding body Brevard Prepares Steering Committee is to decrease the vulnerability of the citizens, governments, businesses and institutions of Brevard County, Florida, to the future human, economic and environmental costs of natural, technological, and societal disasters. The Brevard Prepares Steering Committee develops, monitors, and maintains the local strategy for hazard mitigation which is intended to accomplish this purpose. The representatives of the Brevard Prepares Steering Committee build and sustain a culture of preparedness and mitigation-mindset that will make the County more socially, ecologically, and economically resilient before, during, and after an incident. Resilience in our communities depends on working together.

The LMS is a multi-jurisdictional hazard mitigation plan, and the planning effort has been conducted through the coordinated, cooperative effort of local governments and other organizations and agencies within Brevard County. The local governments include the City of Cape Canaveral, the City of Cocoa, the City of Cocoa Beach, the Town of Grant-Valkaria, the Town of Indialantic, the City of Indian Harbour Beach, the Town of Malabar, the City of Melbourne, the Town of Melbourne Beach, the City of Palm Bay,

the Town of Palm Shores, the City of Rockledge, the City of Satellite Beach, the City of Titusville, the City of West Melbourne and Brevard County.

Other key participant organizations and agencies involved with this project include Waste Management, Canaveral Port Authority, St. John's River Water Management District (SJRWMD), Harris Corporation, Florida Institute of Technology, and Brevard Public Schools.

For this 2020 update, a new hazard and risk analysis was completed by Brevard County Emergency Management in cooperation with partner jurisdictions. Brevard Prepares Steering Committee worked to identify, justify and prioritize specific proposals for projects and programs that will mitigate (avoid or minimize) these vulnerabilities in the future. These proposed projects and programs are also referred to as Mitigation Initiatives in this the LMS.

Other items besides the hazard descriptions. and the mitigation initiatives include:

- A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.
- A description of the methods used to engage private sector participation.
- A statement of general mitigation goals
- A description of the procedures used by the Brevard Prepares Steering Committee to review the LMS at regular intervals to ensure that it reflects current conditions within the County.
- A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.
- A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.
- A list of approved projects in order of priority with estimated costs and associated funding sources.
- A list of critical facilities that must remain operational during and after a disaster.
- A list of repetitive loss structures.
- Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

At the conclusion of each planning cycle (5 years), the updated LMS is submitted to the Florida Division of Emergency Management (FDEM), who also has the authority to review the document on behalf of the Federal Emergency Management Agency (FEMA), for review in comparison to the requirements from the Local Mitigation Plan Review Guide, revised by FEMA in October 2011. Once it is determined that this plan adequately addresses these requirements and receives conditional approval; the plan is then submitted to the participating jurisdictions for formal adoption and approval. Adoption resolutions will be attached to the plan as Appendix VII. In accordance with Federal practice, the participating local jurisdictions have one year from the date of State approval of the plan to complete the formal adoption.

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1.5 INTRODUCTION

Brevard Prepares has been active since 1998 to make the population, neighborhoods, businesses and institutions of the community more resistant to the impacts of future disasters. The group has been undertaking a comprehensive, detailed evaluation of the vulnerabilities of the community to all types of natural, technological and societal hazards in order to identify ways to make the communities of the planning area more resilient to their impacts. This document reports the results of that planning process for the current planning period as indicated in the below table:

STARTING DATE OF PLANNING	ANTICIPATED COMPLETION	DATE PLAN RELEASED
7/1/05	10/19/09	7/31/10
7/31/10	08/1/15	11/5/15
11/6/15	10/31/20	

1.6 PURPOSE

The Brevard County Local Hazard Mitigation Strategy and its underlying planning process are intended to serve many purposes, which are unchanged since the original mitigation plan was issued and continue to be applicable to the plan updating process. They include the following:

- **Provide a Methodical, Substantive Approach to Mitigation Planning.** The approach utilized by Brevard Prepares relies on a step-wise application of sound planning concepts in a methodical process to identify vulnerabilities to future disasters and to propose the mitigation initiatives necessary to avoid or minimize those vulnerabilities. Each step in the process builds upon the previous step, so that there is a high level of assurance that the mitigation initiatives proposed by the participants have a valid basis for both their justification and priority for implementation. One key purpose of this plan is to document that process and to present its results to the community.
- **Enhance Public Awareness.** The plan update identifies the hazards threatening Brevard County and provides an assessment of the relative level of risk they pose, details specific vulnerabilities of the neighborhoods of Brevard County and many of the facilities that are important to the community's daily life and includes a number of proposals to avoid or minimize those vulnerabilities. This information can be helpful to individuals who wish to understand how the community could become safer from the impacts of future disasters. Brevard Prepares will continue to be active in communicating with the public and engaging interested members of the community to participate in the planning process. This update and the analyses contained herein are the principal information resources for such activities.

- **Create a Decision Tool for Management.** The Brevard County Local Mitigation Strategy Update provides information needed by the managers and leaders of local government, business and industry, community associations and other key institutions and organizations to take actions to address vulnerabilities to future disasters. It also provides proposals for specific projects and programs that are needed to eliminate or minimize those vulnerabilities. These proposals, called "mitigation initiatives" in the plan, have been justified on the basis of their economic benefits using a uniform technical analysis, as well as prioritized for implementation using objective criteria. This approach has been intended to provide a decision tool for the management of participating organizations and agencies regarding the reason proposed mitigation initiatives should be implemented, which should be implemented first, and indicating the economic and public welfare benefits of doing so.
- **Promote Compliance with State and Federal Program Requirements.** There are several state and federal grant programs, policies, and regulations that encourage or even mandate local government to develop and maintain a comprehensive hazard mitigation plan. This plan is specifically intended to assist the participating local governments to comply with these requirements, and to enable them to respond more fully and quickly to state and federal funding opportunities for mitigation-related projects. Since the plan defines, justifies and prioritizes mitigation initiatives that have been formulated through a hazard analysis and vulnerability assessment process, the participating organizations are better prepared to develop the necessary grant application materials for seeking state and federal funding.
- **Enhance Local Policies for Hazard Mitigation Capability.** The planning process utilized by Brevard Prepares supports evaluation of the adequacy of the community's policies and programs considering the level of risk posed by specific hazards to create a more disaster-resistant future for the community. For this plan update, more recent editions of Comprehensive and Capital Improvement Plans, as well as other policies, were analyzed for existing policies and plans that incorporated mitigation goals and actions.
- **Assure Inter-Jurisdictional Coordination of Mitigation-Related Programming.** A key purpose of the planning process utilized by Brevard Prepares has been to ensure that proposals for mitigation initiatives are reviewed and coordinated among the participating jurisdictions.
- **Create Jurisdiction-Specific Hazard Mitigation Plans for Implementation.** A key purpose of the Brevard County hazard mitigation planning process is to provide each participating local jurisdiction with a specific plan of action that can be adopted and implemented pursuant to its own authorities and responsibilities, yet with implementation that is coordinated with other organizations participating in Brevard Prepares.

The following sections of the Brevard County Local Hazard Mitigation Strategy present the detailed information supporting these purposes. The remainder of the plan describes the planning organization developed by Brevard Prepares, as well as its approach to managing the planning process. The plan provides a description of the mitigation-related characteristics of each participating jurisdiction, such as its land uses and population growth trends, existing policies and plans incorporating mitigation goals and actions, identified critical facilities present in the community, and properties that have been damaged multiple times by past disasters.

The plan then summarizes the results of the hazard identification and vulnerability assessment process and documents the mitigation initiatives proposed by the participating jurisdictions to address the identified vulnerabilities. In addition, the plan further addresses the mitigation goals and objectives previously established by Brevard Prepares and the actions taken to maintain, expand and refine the Brevard County mitigation planning process.

1.7 THE LMS TASK FORCE: BREVARD PREPARES

Brevard Prepares is composed of a number of local government agencies, businesses, community organizations, and institutions. This section describes the local jurisdictions and organizations participating in Brevard Prepares and discusses the organizational structure used to complete the planning process. It also provides a summary of the status of planning activities by the participants, documenting the level of participation by the jurisdictions making up Brevard Prepares. Brevard Prepares' bylaws and operating procedures in Appendix II of the plan update, which are unchanged from the last plan update, further define how participation in the planning process is determined.

On a periodic basis, Brevard Prepares solicits the continuing involvement in mitigation planning by each local jurisdiction in the planning area. Brevard County Emergency Management, the coordinating agency for Brevard Prepares, specifically solicits via email, telephone and correspondence, each jurisdiction to assign one or more individuals to serve as its representative(s) in the group. In these solicitations, the jurisdictions are encouraged to identify agencies and organizations that should represent the jurisdiction and to meet periodically with the other participants of Brevard Prepares. State, regional and federal agencies with facilities or responsibilities in Brevard County are also encouraged to be involved in the planning process. Below is an example of the email invitation to participate and the list of Steering Committee Members.

Coles, Deborah S

Subject: Multiple Attachments for LMS Steering Committee Meeting
Location: Brevard County EOC - 1746 Cedar Street, Rockledge, FL 32955

Start: Fri 11/8/2019 2:00 PM
End: Fri 11/8/2019 4:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Coles, Deborah S
Required Attendees: Brevard County Emergency Operations Center; Abby Johnson (ajohnson@sjrwmd.com); Alix Bernard; Bob Daniels (townmanager@melbournebeachfl.org); Carol McCormack (townofpalmshores@aol.com); David Abernathy - Satellite Beach Fire Department (dabernathy@satellitebeach.org); Dina Reider Hicks (dreider@wm.com); Douglas Hoyt (dhoyt@townofmalabar.org); Ed Washburn (edwashburn_sharon@cfl.rr.com); Frank Watanabe; Johnathan Lamm; James McKnight (citymanager@cityofcocoabeach.com); Jeff Ratliff (j.ratliff@cityofcapecanaveral.org); John Scott - Brevard County Emergency Management (john.scott@brevardfl.gov); Keith Mills; Kimberly L. Prosser (kimberly.prosser@brevardfl.gov); Kubeika, Lisa; Mark Ryan (mryan@indianharbour.org); Matt Stinnett; Michael Casey (mcasey@indialantic.com); Rebecca Thibert; Rick Hood; Ryan Duckworth (rduckworth@cityofcocoabeach.com); Sandra Urban - Palm Bay Fire Rescue (Sandra.Urban@palmbayflorida.org); Steve Bland (steve.bland@palmbayflorida.org); Thomas Baker; Todd Scaldo; town@melbournevillage.org; Wallace, Matthew (Matthew.Wallace@brevardfl.gov); Wayne G. Struble (wayne.struble@health-first.org); Denninghoff, John P; Alvarez, Carolina; Anne Everly (everly.elizabeth@brevardschools.org); Barry Compagnoni; Chad Shoultz; Cory Dibble; Frank Kinney; Jim Williams ; Nancy Jewell (Nancy.Jewell@palmbayflorida.org); Rapolti, Jeff; Skarvelis, Frank N. (frank.skarvelis@brevardfl.gov); Susan Hann (hann.susan@brevardschools.org); Terry Woolridge - TICO Airport (twoolridge@flairport.com); Liesenfelt, Jim; Gumm, Corrina; Barker, Virginia H; Donner, Mary Ellen; Mark Schollmeyer - BCFR (mark.schollmeyer@brevardfl.gov); Fontanin, Edward; Matthew Fuhrer; Bryant Smith; Everett (Ed) Wegerif
Optional Attendees: Matt Stinnett; Melanie Griswold; Lyons, Rose A

Good Day Steering Committee and Partners,

During the next LMS meeting we will be hearing projects for Michael HMGP, and receiving jurisdictional updates to the listed annexes and items in preparation for the 2020 LMS. Please engage your CRS coordinator and a planning and other staff members to assist with this review. Cocoa is also proposing a new initiative, attached.

- Mitigation-Related Policies & Programs (Appendix 5)
- Critical Facilities updates (Appendix 6)
- Initiative Project updates (Appendix 1)
- Repetitive Loss properties (CRS/Flood Related/Repetitive Loss Properties)
- Top Hazards and Risks
- New Initiative - Cocoa

Thanks to those who have already provided appendix updates.

Regards,

Debbie Coles
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Brevard County Emergency Management
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Rockledge, Florida 32955-3133
mailto: debbie.coles@brevardfl.gov
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Office: (321) 637-4073 | Mobile: (321) 863-7952 | Fax: (321) 633-1738

Voting Members of Brevard Prepares Steering Committee, 2020

Name of Member	Voting Representative	E-mail Address
Cape Canaveral	Jeff Ratliff	j.ratliff@cityofcapecanaveral.org
Cocoa	Jonathan Lamm Samuel Byrd	jlamm@cocoafl.org sbyrd@cocoafl.org
Cocoa Beach	**Ryan Duckworth (Vice Chair)** Jim McKnight	rduckworth@cityofcocoabeach.com citymanager@cityofcocoabeach.com
Grant-Valkaria	Jason Mahaney	townadmin@grantvalkaria.org
Indialantic	Michael Casey	mcasey@indialantic.com
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Melbourne Beach	Elizabeth Mascaro	townmanager@melbournebeachfl.org
Palm Bay	Sandra Urban Jim Williams	sandra.urban@palmbayflorida.org jim.williams@palmbayflorida.org
Palm Shores	Carol McCormack Ed Washburn	townhall@townofpalmshores.org edwashburn_sharon@cfl.rr.com
Rockledge	**Alix Bernard (Chair)**	abernard@cityofrockledge.com
Satellite Beach	David Abernathy Liz Alward	dabernathy@satellitebeach.org lalward@satellitebeach.org
Titusville	Lisa Kubeika Michael Woodward	lisa.kubeika@titusville.com mike.woodward@titusville.com
West Melbourne	Keith Mills	kmills@westmelbourne.org
BC Bd. of County Commissioners	John Scott	john.scott@brevardfl.gov
Brevard Public Schools	Sue Hann Anne Everly	hann.susan@brevardschools.org everly.elizabeth@brevardschools.org
Health First	Wayne Struble	wayne.struble@health-first.org
L3 Harris Technologies	Carlotta Taylor	carlotta.taylor@l3harris.com
Port Canaveral	Barry Compagnoni Cory Dibble	bcompagnoni@portcanaveral.com cdibble@portcanaveral.com
St. Johns River WMD	Abby Johnson	ajohnson@sjrwmd.com
Waste Management	Dina Reider Hicks	dreider@wm.com

Other entities such as neighborhood associations, businesses and volunteer agencies are also solicited on an annual basis to join the planning process, as well as through periodic public information actions by Brevard Prepares. A positive response to these

solicitations from Brevard Prepares will result in a request to engage in meetings and planning activities necessary for plan maintenance and implementation.

1.7.1 Participating Jurisdictions and Organizations

Within each of the defined jurisdictions, any involved organizations, agencies, or groups are registered in the program as representatives of that jurisdiction and are responsible for actual development and implementation of the plan on behalf of that jurisdiction. In the case of this update, the defined jurisdictions are the incorporated municipalities within the planning area as well as the county itself for the unincorporated area. Participating local government agencies are registered as organizations under the appropriate jurisdiction. Other groups, associations, districts, regions and agencies, both public and private, which serve the jurisdiction or are headquartered in Brevard County, generally are listed under 'unincorporated' Brevard County.

Since this is a local, multi-jurisdiction mitigation plan, with an individual mitigation plan for each participating jurisdiction, this approach enables all interested organizations, groups and agencies, regardless of their total number, to be directly and actively involved in the planning within a limited number of jurisdictions. For the 2020 update, there were 18 jurisdictions defined as active participants in the planning. From these 18 jurisdictions, 93 agencies and organizations are supporting the planning process to varying degrees.

For the 2020 Brevard County Local Mitigation Strategy, updates were provided from the following jurisdictions:

- Brevard County
- Cape Canaveral
- Cocoa
- Cocoa Beach
- Grant-Valkaria
- Indian Harbour Beach
- Indialantic
- Malabar
- Melbourne
- Melbourne Beach
- Palm Bay
- Palm Shores
- Rockledge
- Satellite Beach
- Titusville
- West Melbourne
- Port Canaveral
- Brevard Public Schools

Efforts will continue to be made by the County to re-engage any municipalities and organizations that have not been actively participating during this planning cycle while continuing to maintain interest for those who have participated. It is intended that the number of participating organizations and groups will continue to grow in future planning cycles.

1.7.2 The Brevard Prepares Organizational Structure

Brevard Prepares encourages participation by all interested local jurisdictions, agencies, organizations and individuals. The organization is intended to represent a partnership between the public and private sectors of the community, working together to create a disaster-resistant community. The proposed mitigation initiatives developed by Brevard

Prepares participants as listed in this updated plan, when implemented, are intended to make the entire community safer from the impacts of future disasters, for the benefit of every individual, neighborhood, business and institution.

Brevard Prepares is organized in the following manner: There is a Steering Committee who has the option of designating ad hoc committees, and support staff. The responsibilities and duties of this organizational structure are detailed in the bylaws and operating procedures of Brevard Prepares, which are provided in Appendix II. This section summarizes the roles of the different components of Brevard Prepares and describes the participation that has occurred during the planning period covered by this document. A table listing the designated representatives of participating organizations can also be found in this document.

The Steering Committee represents all the local jurisdictions and key organizations participating in the planning process and is the group that makes the official decisions regarding the planning process. The Steering Committee serves as the official liaison of Brevard Prepares to the community, and provides assignments to ad hoc committees and coordinates their activities should the need arise. Most importantly for this document, however, is the Steering Committee's role to coordinate and approve proposed mitigation initiatives for incorporation into the plan, for determining the priorities for implementation of those initiatives, and for removing or terminating initiatives that are no longer desirable for implementation.

The Steering Committee came into this 5-year cycle with some experience related to disaster mitigation, however, by the end of the cycle had expanded their knowledge of the benefits that mitigation can provide as three Hurricanes impacted Brevard.

In 2016 after hurricane Matthew, the Brevard Prepares Steering Committee decided to update the methods used to prioritize and track the status of initiatives incorporated into the plan, and evaluate the status, annually, upon plan updates, or at the time the mitigation grant funding became available to Brevard LMS stakeholders. Part of the updates to the planning process included a streamlined project application and prioritization process.

Several members of Brevard Prepares are technical staff from the organizations of the participating jurisdictions. With their expertise, the coordinating process undertaken constitutes a "peer review" of the proposed mitigation initiatives submitted for incorporation into the plan. Through such oversight, each proposed initiative was reviewed for its consistency with the goals and objectives established for the planning process and its relationship to identified hazards and defined vulnerabilities to those

hazards. The peer review process also assures the assumptions used by the organization to develop the proposal are reasonable, that the proposal would not conflict with or duplicate other proposed initiatives, that proposals are feasible and consistent with known requirements, and that the proposal, if implemented, would not cause harm or disruption to adjacent jurisdictions. During this cycle the peer review process was used to incorporate 53 projects into the plan.

Individual jurisdictions, and their agencies and local organizations, are the catalyst to accomplishing the planning process. Information gathered and processed in the original mitigation plan, as well as the first plan update, has been streamlined and made current for this update. The information gathering for this cycle was initiated by the committee during their meeting in July of 2019.

The planning effort began with reviewing the community profile of each participating jurisdiction in Brevard County making sure the basic characteristics of their community were still relevant to controlling the impacts of disasters. The jurisdictions then conduct vulnerability assessments of their key facilities, systems and neighborhoods within or serving their area to define, specifically, how these may be vulnerable to the impacts of all types of disasters. Moving forward the jurisdictions and their organizations will use the vulnerability assessments to formulate and characterize mitigation initiatives that they could implement if the resources to do so become available as they did for this cycle.

Once proposed initiatives are reviewed and coordinated, the Steering Committee can then decide to approve them formally by vote to incorporate them into the Brevard County Local Hazard Mitigation Strategy. When this occurs, initiatives are considered to be officially a part of the plan and are expected to be implemented by the sponsoring organization as soon as the resources and/or opportunity to do so become available.

Ad hoc committees may be designated to implement, for example, public information efforts to secure public input and comment on the efforts of Brevard Prepares; to inform the public about the activities of Brevard Prepares; to conduct public information and education programs regarding hazard mitigation; to assist with the conduct of public hearings or meetings; or, to promote public acceptance of the strategy developed by Brevard Prepares. Such a committee would be composed of individuals from the participating agencies and organizations who have an interest or responsibility in education, media relations and community outreach. The support staff, provided by Brevard County Emergency Management, assists participants by scheduling meetings, recording meeting summaries, coordinating the activities of the participating organizations, and by maintaining this plan.

1.7.3 Involvement and Consultation among Adjacent Jurisdictions

This plan update has been developed by Brevard Prepares through a coordinated effort of the local jurisdictions within Brevard County, as well as participating regional and state agencies and key local community and private sector organizations. The list of participating agencies and organizations, provided in Appendix II indicates that organizations with public safety, hazard mitigation, public health, transportation, housing, land use planning and development, business, academic and other interests have been participants in the planning.

The planning process utilized, as defined in the standard operating procedures of Brevard Prepares and provided in Appendix II, mandate that adjacent jurisdictions within the Brevard County mitigation planning area consult and coordinate with each other throughout the planning process, especially during the process to establish the goals and objectives for the plan, as well as to review proposed mitigation initiatives for incorporation into the plan. Where indicated, Brevard Prepares has also consulted with jurisdictions outside of the planning area, accomplished on an informal basis, primarily by discussions among emergency management staff. Emergency management personnel, as in Brevard County, serve as the support staff to the local mitigation planning efforts in adjacent counties.

Upon release of the updated plan for public review and comment during the week of July 20, 2020, adjacent jurisdictions' input was solicited.

1.7.4 Current Status of Participation in Brevard Prepares

To support the participating jurisdictions in the completion of this update of the plan, the support staff met with representatives of the Brevard Prepares Steering Committee, requested updates to jurisdictional plans, and worked with staff and participating private organizations on updates to project initiatives. The participating jurisdictions and organizations then, as applicable, used the results of these updated assessments to develop and propose additional hazard mitigation initiatives for incorporation into the Brevard County Local Hazard Mitigation Strategy.

1.8 PLAN MAINTENANCE

"Plan Maintenance" is the process by which Brevard Prepares will continue to update and improve the mitigation planning process. It also includes the technical analysis needed for the process to propose more mitigation initiatives for incorporation into the plan. "Plan maintenance" further includes the group's activities to monitor implementation of the plan, to evaluate the effectiveness of implemented mitigation initiatives, and to strive continually to engage the community in the planning process.

The basic elements of Brevard Prepares' actions to implement and maintain the plan are also described in the operating procedures, found in Appendix II.

Mitigation planning is a dynamic process that must be continually adjusted to account for changes in the community and to refine the information, judgments and proposals documented in the local mitigation plan. The process used by Brevard Prepares to maintain the plan consists primarily of four functions:

- Continue to improve the mitigation plan by accomplishing additional technical analyses, such as vulnerability assessments, evaluation of the policy framework of the participating jurisdictions, and post-event analysis of disasters, etc.
- Continue to expand participation in the planning process by soliciting the involvement of additional agencies from the participating jurisdictions, by reaching out to the public, and expanding participation by the private sector
- Routinely monitor implementation of the initiatives in the plan until each is completed and in place, and assess their actual effectiveness following the next relevant disaster event
- Issue an updated plan document for use by the participating jurisdictions, to inform the community, and when appropriate for submittal to state and federal agencies for approval, pursuant to the Disaster Mitigation Act of 2000

The technical analysis conducted by the participating jurisdictions will be an ongoing effort to assess the hazards threatening the community, the vulnerabilities to those hazards, and the adequacy of the participating jurisdictions' policy and program framework to control those vulnerabilities. When indicated, the technical analysis also includes formulating proposed mitigation initiatives to eliminate or minimize the identified vulnerabilities. For the 2020 update, new analysis for hazard identification and vulnerability assessments were completed. During the next planning cycle, participants intend to continue their analyses, so more mitigation-specific local ordinances are identified and documented to indicate the relationship between the action-oriented mitigation strategy and other current planning documents.

Brevard Prepares, through the Brevard County Local Mitigation Strategy, will continue to expand participation in the mitigation planning process. Gaining additional participation in the planning process is also part of the public information and community outreach component of development.

The third category of plan maintenance activities that will be undertaken by Brevard Prepares will be to monitor the implementation of mitigation initiatives by the participating jurisdictions and their agencies. The status of initiative implementation is detailed in Appendix I of this plan, and Brevard Prepares will update this section of the

plan annually, to be included in the next publication of the Brevard County Local Mitigation Strategy.

As a part of monitoring the implementation of mitigation initiatives, following a disaster the participants conduct a post-event mitigation assessment. This is intended to define, for the event, the demonstrated effectiveness of completed mitigation initiatives, or any pre-existing mitigation initiatives, in reducing the human and economic impacts of the event. As time passes and disaster events occur, this will enable Brevard Prepares to accumulate a database of “mitigation success stories” about the value of the property losses avoided and the number of fatalities, injuries or illnesses prevented.

Monitoring the effectiveness of plan implementation and maintenance also involves assessing the effectiveness of the mitigation goals and objectives established for the planning process. As noted above, Brevard Prepares established general goals and a number of specific objectives to guide the participants in the mitigation planning process, and these are provided in Section 1.9: Mitigation Goals, Objectives, and Actions. The attempts to address the established objectives, with the intent of achieving the associated mitigation goals for the community, are a key measure of the effectiveness of the continuing plan maintenance and plan implementation.

Appendix I includes the project listings, which documents the participants’ efforts to achieve the established goals and objectives through the implementation of associated proposed mitigation initiatives. As these initiatives are implemented and monitored for their effectiveness in future disasters, Brevard Prepares will be able to determine the overall success of their mitigation planning effort. In future planning cycles, these goals will be reviewed and re-evaluated to ensure they are still as relevant to the unique needs of the community as they are now, and that they continue to address current and expected conditions.

The final activity in plan maintenance is to incorporate the results of all technical analyses, including the development of new mitigation initiatives, and publish an updated edition of the Brevard County Local Mitigation Strategy. In addition to documenting further technical analysis, the program can also be used to document the efforts to continue to engage the public in the planning process, to expand direct participation in the planning, and to increase representation in Brevard Prepares. Continuation of the planning process will enable Brevard Prepares to address the analyses not yet completed and/or the mitigation initiatives still needing to be characterized and proposed.

1.8.1 Plan Evaluation

The local hazard mitigation plan is to be evaluated on an annual basis by Brevard County Emergency Management or its designee. The Brevard County Emergency Management was selected as the organization to evaluate the mitigation plan since the Office serves as support staff for Brevard Prepares, a committee with representatives from all participating jurisdictions and organizations. In this role, Emergency Management has responsibility for maintaining the master copy of the LMS, for scheduling and facilitating meetings of Brevard Prepares, and collaborating with adjacent counties, the State of Florida and the Federal Emergency Management Agency regarding the mitigation plan. In addition, frequently, Emergency Management is the contact point and coordinator for post-disaster funding opportunities for implementation of the proposed mitigation initiatives incorporated into the plan.

The following represents evaluation criteria:

- Assessing recent emergency events and their impact, as well as the resultant influence and/or adjustments that are needed in the mitigation planning process
- Evaluating the progress in addressing the established mitigation goals and objectives, primarily through the development and implementation of initiatives for each goal and objective to ensure progress is being made
- Assessing the extent to which the mitigation plan is effectively interacting with other jurisdictional plans and programs related to mitigation issues, such as being incorporated into a jurisdiction’s comprehensive plan, emergency management plan, capital improvement plan, storm water management plan, etc.
- Evaluating the extent to which the vulnerabilities of assessed critical facilities, other facilities and systems, neighborhoods and repetitive loss properties are being addressed through the planning process, including the development and implementation of initiatives
- Assessing whether Brevard Prepares continues to have or needs to expand its membership to promote community participation in the mitigation planning process
- Evaluating continuing progress in the expansion and/or updating of the hazard identification and vulnerability assessment process, the development and implementation of mitigation initiatives, as well as assessing the effectiveness of implemented initiatives
- Assessing specific aspects of the mitigation policies and programs, based on policy data entered into the program, to evaluate specific mitigation issues of interest, especially on a multi-jurisdictional basis, such as variations in local mitigation-related codes

1.8.2 Plan Updating, Review, and Approval

The planning period began August 28, 2015 for this update of the Brevard County Local Mitigation Strategy. The planned date for release of the next update of the Brevard County Mitigation Strategy (LMS) is intended to be no later than August 28, 2020 and this begins a new five-year cycle.

Brevard County Emergency Management, as the support staff for Brevard Prepares, is responsible for updating the mitigation plan. This process starts at least 12 months before the expiration date. The updating process is accomplished by convening an initial meeting of the group at the start of the planning cycle. This meeting will be used to establish participation in the update process, to brief participants on the status of the planning efforts for each jurisdiction, to review the established mitigation goals and objectives, and to acquaint any new representatives with the technical steps in the planning process. It is at this meeting that the Steering Committee reviews any changes in the state or federal regulations and/or guidance applicable to the mitigation plan. Each jurisdiction will then be responsible for assessing the previous analysis completed for its community, and, as indicated, modifying or expanding the analysis. Through the coordination of Brevard County Emergency Management, each jurisdiction will then be responsible for updating its jurisdiction's portion of the strategy. Work products and/or planning milestones are to be produced on the schedule established for the update cycle. Emergency Management will, as needed, facilitate meetings with officials from individual jurisdictions to assist with the updating process.

At least annually during the plan update cycle, the Brevard Prepares Steering Committee will meet as a group to review progress with the planning and to coordinate the actions of individual jurisdictions. Upon completion of each of the planning steps by a jurisdiction, the updated information for that step will be provided to Brevard County Emergency Management for review, coordination with information received from other jurisdictions, and data entry into the LMS.

Near the conclusion of the five-year planning cycle, a draft of the updated mitigation plan is prepared by staff in consultation with each jurisdiction. The draft is then made available for public comment and input. This cycle, the plan was made available on upon request and on the County's website. Brevard County Emergency Management advertised the plan and an overview conference call from the Operations Center. The advertisement allowed a week – via public notice – so anyone could review the document and ask questions of staff. A summary of the plan was made available on the Brevard County Emergency Management's website for the same purpose for those who have Internet availability. This information was also shared with the community via

Brevard County Emergency Management's social media avenues of Facebook and Twitter.

The draft was reviewed by FDEM, who has the authority to review the document on behalf of FEMA, for review in comparison to the requirements from the Local Mitigation Plan Review Guide, revised by FEMA in October 2011. Once the decision has been made that the updated plan adequately addresses these requirements, the plan will be submitted to the participating jurisdictions' governing bodies for formal adoption and approval. Upon approval and/or adoption by all participating jurisdictions, the draft plan will be considered as finalized.

In the future, each update will be provided to the above-mentioned state agency for review, comment and approval within the plan update schedule requirements imposed, but no later than every five years.

For the 2020 update, the Brevard County Emergency Management reviewed both the existing and updated data available for each section of the plan, and the text of each section contained in the 2015 edition of the plan. The sections were re-drafted to update both the text and the data reports contained therein. The updating process, by section, included the following:

Section	Changes/Updates
Executive Summary	Textual revisions
Introduction	Textual revisions
Purpose	Textual revisions
The LMS Task Force: Brevard Prepares	Textual revisions
Plan Maintenance	Textual revisions; updated section summaries
Hazard and Vulnerability Analysis	Completely re-drafted according to new analysis
Mitigation Goals, Objectives and Actions	Textual revisions
Plan Integration	Textual revisions
Appendix I-VI	Re-drafted project listings; textual revisions

1.8.3 Continued Public Involvement

Brevard Prepares, via the Steering Committee, will continue efforts to develop and implement a year-round program to engage the community in the mitigation planning process and to provide them with mitigation-related information and education. These efforts will be to invite public comments and recommendations regarding the mitigation

goals for the community, the priorities for planning, and the unique needs of each community for mitigation-related public information.

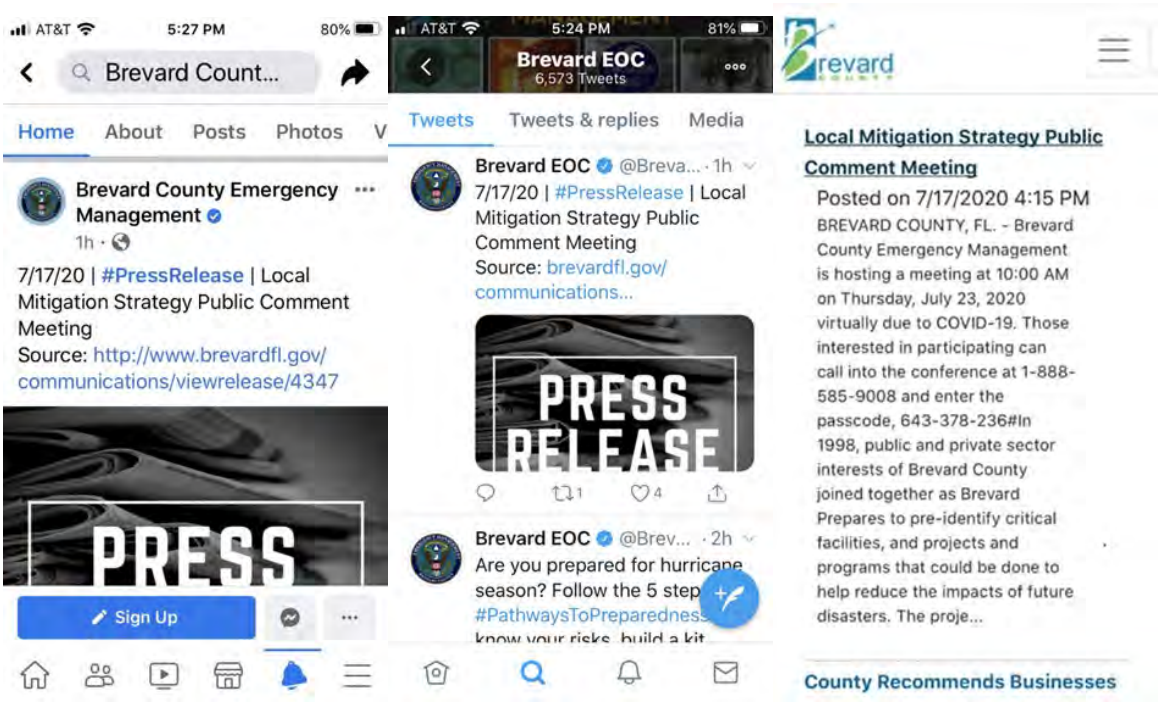
Public Comment Period

Date	Activity Type	Purpose of Activity	Audience Type	Outreach Method	Comments
July 20-24, 2020	Public comment period	Solicit public comments and involvement in the final draft of the 2020 update of the mitigation plan.	Public and Steering Committee	Upon incorporation of required and recommended revisions received from the State of Florida and FEMA on the 2020 update, a final plan was prepared and shared for public review . A press and social media releases were done. Other opportunities for public comment will occur at the various adoption hearings.	During the comment period: Three comments were received during the public comment period. Canaveral Port Authority noticed a Development Trend and Appendix V omission, Indian Harbour Beach submitted updates to the initiative completion dates, and County CRS numbers were updated.

The public is also invited to participate during the adoption hearing process. These and other informational activities will continue to educate the community about the planning process through the presentation of specific topics or programs related to hazard mitigation.

Upon completion of this plan update, it will be made available to the Brevard Prepares Steering Committee for comment. Following the incorporation of relevant input, the participating jurisdictions would take comments from the public during a publicly noticed meeting. Once adopted by all jurisdictions, the Brevard Board of County Commissioners

will consider adoption at their meeting, thus providing another opportunity for public engagement.



1.8.4 The Next Planning Cycles

Brevard Prepares has established a schedule and procedure for both plan implementation and plan maintenance. Initially, the planning efforts by the jurisdictions will seek to build on the analyses and proposals included in this edition of the mitigation plan, primarily by completing more vulnerability assessments, evaluations of plans and programs, and proposing additional mitigation initiatives.

Eventually, after a number of planning cycles with ongoing new analyses, all important facilities and vulnerable neighborhoods within all of the participating jurisdictions will have been evaluated and the mitigation planning effort can enter a more normal maintenance and implementation routine. During these continuing efforts, Brevard Prepares will prioritize its efforts towards focusing on facilities and neighborhoods in known hazard areas, completing assessment of all critical facilities, and identifying and documenting policies and plans that impact hazard mitigation.

The Brevard County Local Mitigation Strategy is a dynamic document, reflecting a continuing and expanding planning process. The efforts of Brevard Prepares will continue into the future, striving to make all of the jurisdictions of Brevard County truly disaster-resistant communities.

Category	Wind Speed	Type of Damage
Five (Major)	≥157 mph ≥137 kt ≥252 km/h	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Four (Major)	130–156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Three (Major)	111–129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
Two	96–110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks
One	74–95 mph 62-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days
Tropical Storm	18–32 m/s,35–63 knots 39–73 mph, 63–118 km/h	Dangerous winds capable of inflicting damage on structures, although less likely than a Category 1 Hurricane.
Tropical Depression	<17 m/s, <34 knots <38 mph, <62 km/h	Dangerous winds and gusts capable of inflicting damage, but minimal damage done to structures.
Source: National Weather Service, National Hurricane Center		

There are approximately 21,328 mobile homes throughout the county and numerous structures erected prior to building code changes that resulted from the devastation left by Hurricane Andrew in south Florida. These structures are relatively more vulnerable to high wind damage. Wind damage from the storm itself is related to wind speed and the accompanying "pressure" that is exerted on structures. The worst-case hurricane wind scenario for Brevard County would be if a large diameter Category 4 or 5 Atlantic hurricane made landfall in the southeast corner of the County, at Barefoot Bay, and moved north-northwest on a route centered along the I-95 corridor.

1.9 HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT

1.9.1 Introduction

The purpose of the vulnerability assessment is to use best available data and technology to identify and evaluate potential hazard risks facing Brevard County, as well as provide the factual basis for mitigation activities proposed in Brevard County's LMS that aim to reduce those risks.

The vulnerability assessment completed by Brevard County Emergency Management provides for the identification and analysis of known hazards that may threaten life and property across the entire planning area. It also includes the results of a multi-jurisdictional vulnerability assessment conducted for each of Brevard County's jurisdictions to determine where locally specific risks vary from those facing the rest of the county (Appendix IV). The risk assessment helps to describe each jurisdiction's vulnerability to identified hazards in terms of the types and numbers of buildings, infrastructure and critical facilities located in hazard areas as well as potential loss estimates for vulnerable structures.

1.9.2 Vulnerability Assessment Methodology

The project team utilized the following information sources to analyze vulnerabilities of jurisdictions in Brevard:

- Brevard County Geographic Information Systems (GIS)
- Hazus-MH
- National Climatic Data Center (NCDC)
- National Oceanic and Atmospheric Administration (NOAA)
- Sea Level Rise studies from Cape Canaveral and Brevard County
- National Weather Service
- Brevard County Property Appraiser's Office
- Brevard County Emergency Management (CEMP)
- Jurisdictional Comprehensive Plans, Future Land Use Plans, Capital Improvement Plans, and Land Development Plans
- East Central Florida Regional Planning Council
- VAISALA National Lightning Detection Network
- Florida Forestry Service
- Brevard County Fire Rescue
- University of Florida Agriculture Extension Office
- University of Georgia's EDDMapS invasive species database

Seven hazards were cross-referenced with a countywide parcel file that documented land use, financial information and specific building-related information in a consistent manner to ensure that the risk assessment did not allow bias for one hazard over another.

1.9.3 Asset Inventory

A variety of data exists on buildings, infrastructure, and critical facilities for Brevard County. For purposes of the multi-jurisdictional vulnerability assessment, much of this data was gathered from the East Central Florida Regional Planning Council and the Brevard County Property appraiser. Most of the data from the planning council came from Hazus-MH, FEMA's loss estimation software. This data included the number and type of buildings located in each jurisdiction in Brevard County. The tables provided for a number of hazard assessments which summarize the total building values for each jurisdiction as extracted from the Brevard County Property Appraiser's data, and as utilized for estimating losses to hurricane wind, flood, sea level rise, fire, tornadoes and storm surge.

The data mentioned above was also integrated into the multi-jurisdictional vulnerability assessment and used to estimate potential losses due to hazardous natural events as further described under the vulnerability assessment section of this report.

Critical Facilities are defined as those structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. For the purposes of this document, Brevard County has identified those critical facilities that have the potential for being affected by natural and human caused disasters. The critical facilities within Brevard County are summarized by hazard zone in Appendix VI. Appendix VI will not be a part of the final publicized document as it shows potential vulnerabilities of each critical facility.

1.9.4 Demographics and Topography

Brevard County is located along the central portion of Florida's eastern coastline. The county is approximately 72 miles in length from north to south and 20 miles wide east to west. Neighboring counties include Volusia, Orange, Osceola, and Indian River, which forms Brevard County's borders to the north, west and south respectively. The Atlantic Ocean forms the eastern boundary of the county and provides an attraction for residents and tourists. Another attraction is Brevard's sensitive environmental resources. The county's environmental resources are diverse and unique, and thousands of visitors come every year to enjoy Brevard's environment.

The 2018 population of Brevard County was estimated to be 596,849, which is an increase of 9.8% from 2010. The population is 83.0% Caucasian and consists of 274,602 households with an average of 2.17 persons per household. 20.4% of the population is more than 65 years of age. As of 2010, more than 8% of the population of Brevard County, or approximately 43,943 residents, were considered to have English as

a second language, increasing the need from an emergency management perspective for bilingual forms, signage and warning systems.

The county's Comprehensive Emergency Management Plan (CEMP) describes the topography: Brevard County's environment is unique due to the presence of the Atlantic Ocean, the Indian River lagoon system, the Banana River, and the St. John's River. These bodies of water divide the county into three distinct land areas, each with their own ecosystem and character: the barrier island, Merritt Island, and the mainland, which includes the St. John's River Valley flood plain. These areas possess their own opportunities and limitations to development.

The barrier island, bounded on the east by the Atlantic Ocean and on the west by the Indian and Banana River lagoons, is a sensitive environmental resource that experiences great growth pressures due to the lure of the beaches for both residents and tourists alike. The barrier island performs an important function protecting the inland areas from the powerful forces of the Atlantic Ocean. Therefore, the beaches and dunes are a vital resource that requires protection and careful growth management measures. Much of the barrier island is incorporated by the cities of Cape Canaveral, Cocoa Beach, Satellite Beach, Indian Harbour Beach, the Town of Indialantic, and the Town of Melbourne Beach. The majority of the unincorporated area of the barrier island includes Canaveral Air Force Station, Patrick AFB and areas south of Melbourne Beach to the Sebastian Inlet.

Merritt Island is bounded by the Banana and Indian River lagoon systems. Merritt Island is bisected by Courtenay Parkway and Tropical Trail, which run north to south. The central hub of activity is located along the S.R. 520 corridor where a variety of commercial establishments are found. Commercial activity is also prominent along the section of Courtenay Parkway from S.R. 520 north to S.R. 528. The northern portion of Merritt Island, between S.R. 528 and the Kennedy Space Center, is comprised primarily of agricultural and residential estate uses with some commercial uses found along Courtenay Parkway. The southern portion of Merritt Island is residential in nature.

The mainland area offers a wide range of opportunities, from urban and rural settings, to the Indian River Lagoon and the St. John's River. The cities of Titusville, Cocoa, Rockledge, Melbourne, West Melbourne and Palm Bay, along with the towns of Palm Shores, Malabar and Grant-Valkaria, line the eastern portion of the mainland from north to south. A significant portion of the land west of Interstate 95 is encompassed by the St. John's River flood plain, an important environmental area that poses limitations to development.

1.9.5 Land Use and Development Trends and Vulnerability

Any new development within Brevard County is likely to have at some degree of vulnerability to the hazards described earlier in this report. The vulnerability of new development can be minimized by proper location, e.g., outside of the flood plain, and/or proper design, e.g., designing for hurricane force winds. Overall, construction in compliance with current building codes, restrictions for the coastal high hazard zone and flood plains, and similar control efforts, e.g., lightning protection, will be expected to have the lowest degree of vulnerability.

From 2015 to 2018, there were 3,148 Single-Family and Multi-Family homes permitted in Brevard County. In those four years, Zip Code 32940 (Central Brevard) had the most Single-Family and Multi-Family homes permitted (1,845).

Development trends and vulnerabilities by jurisdiction are as follows:

Brevard County

In the unincorporated area, there has been a decrease in vulnerability based upon several development trends. In the northern unincorporated area, the Farmton Local Plan clustered all allowable residential growth from 11,500 acres to an area of 2,300 acres which corresponded to the more upland areas of the 11,500 acres with no increase in allowable density. In the central unincorporated area, the East Merritt Island Small Area Study (SAS) triggered Future Land Use amendments removing the potential of multi-family development in the coastal area. In the south unincorporated area, there have been no changes made to the earlier SAS performed which served the same function removing the potential for new multi-family development along the south beaches. This greatly reduces the vulnerability of future development of this area.

Brevard Public Schools

Brevard Public Schools is responsible for ensuring that adequate and appropriate facilities are available for the students, their teachers, administrators and support staff. Planning goals include utilizing existing capacity efficiently, ensuring that there are no schools over capacity, and working with communities to consider neighborhood issues in the planning process. The Facilities Services Planning Department closely monitors annual student enrollment numbers and continuously tracks County-wide development trends to forecast school capacity projections. The determination of school capacity impacts almost every aspect of District operation including planning of new schools and additions; renovations and classroom upgrades to existing schools; providing transportation for students; establishing attendance boundaries; allocation of relocatable classrooms; as well as providing classrooms for special programs.

Three of the major Emergency Management issues affecting Brevard Public Schools are school security, providing emergency shelters, and resiliency.

School security measures continue to be implemented throughout the District.

Brevard Public Schools collaborates with Brevard County Emergency Management to utilize school buildings as shelters in response to specific needs.

Many of the District's schools are located along the County's expansive length of coastal property, which makes them vulnerable to environmental factors such as rising sea levels, salt deterioration on structures, increased temperatures and possible flooding.

Canaveral Port Authority

The Canaveral Port Authority owns approximately 3000 acres of property, of which 1000 acres is developable. Port Canaveral property and resources are aligned with the four (4) business lines currently supported by the Port: Cruise, Cargo, Recreation and Real Estate. Current and proposed developments are commensurate with the goals of these business lines. Recent projects at the Port are strategically designed to be multi-user projects. Project locations are analyzed based on the current 35-year strategic master/vision plan to ensure consistency with the Port's long-range goals. Developable land at the port is limited; therefore, new developments will be utilized by various tenants or lines. Further, Port Canaveral development has pursued innovative stormwater solutions such as underground storage of stormwater treatment and attenuation volumes to remove the need for large wet stormwater treatment systems in order to preserve and potentially create new upland areas for development. All stormwater runoff from port Canaveral projects is captured, treated and attenuated according to current FDEP regulations and treated water is discharged into the harbor. Port Canaveral has implemented a Site Plan Review process with the goal of maximizing visibility for all stakeholders on all port and tenant projects throughout the port. In addition, the review process is used to ensure developments match port goals, have positive impacts on existing infrastructures, and will not negatively affect potential for future growth and development. Lastly, Port Canaveral ensures compliance with federal, state, and local environmental regulations and is committed to environmental stewardship and concerned for the well-being of our harbor and the Indian River Lagoon. As a governmental body with public responsibility, the Canaveral Port Authority has been – and continues to be – committed to protecting the environment in which we all live and work, ensuring our resources are in harmony with Port Canaveral's economic growth, maintaining the highest levels of environmental responsibility to the region (for more information, please see:

https://www.portcanaveral.com/getattachment/About/Environmental-Stewardship/Port-Canaveral-Environmental-Stewardship.pdf.aspx?lang=en-US).

Cape Canaveral

During the planning period, there has not been significant change in vulnerability in Cape Canaveral since approximately 10% of the land remains to be developed. They have recently completed a Sea Level Rise study. Redevelopment of existing properties is occurring more frequently than development on vacant land. The City's Future Land Use Element limits residential development throughout the City to 15 units per acre including in the Coastal High Hazard Area (CCHA). Cape Canaveral has implemented a Community Redevelopment Agency and an A1A Economic Opportunity Overlay District, and maintains a Brownfields Redevelopment Program which was developed to increase the pace of future development and redevelopment.

Cocoa

Several changes have taken place in the City of Cocoa which has decreased overall vulnerability since the last plan update. The City determined a need for a Stormwater Management Study within the Diamond Square Redevelopment Area (Census Tract 626.4) since this area received flooding during 2008 Tropical Storm Fay. The study provided topographic mapping, an evaluation of existing conditions and a presentation of recommended alternatives. The area drains north through Avocado Ditch and Bracco Pond and has been subject to past flooding. This drainage basin was recently reduced by approximately 30 acres by the Florida Department of Transportation (FDOT) US1 improvements which diverted runoff from US1 and adjacent areas to a new stormwater pond in the City of Rockledge. Existing elevations in the area range between approximately 18.4 and 23.5 above sea level, NGVD. 2,606 linear feet of piping was installed or replaced with larger pipes and a retention pond was constructed. The project was substantially completed in January 2012, at a cost of approximately $491,263.

Cocoa was awarded two (2) grants totaling $408,000 from the Florida Division of Emergency Management to retrofit or install wind mitigation devices on single family residential homes, 18 homes have been retrofitted to date. Cocoa used a systemic approach to mitigate and retrofit structures to reduce the overall vulnerability of hazards such as wind born debris and loss of homes due to wind storm events. Improvements included the replacement of roofs, doors and/or windows, or installation of storm shutters to allow the structures to withstand hurricane force winds. Additionally, Cocoa has demolished 61 substandard vacant, dilapidated structures since 2010 through code enforcement efforts.

The City of Cocoa updated its Floodplain Ordinance in 2014 to be consistent with FEMA regulations and participates in the FIRM program. The City's Building Official acts as the Floodplain Administrator and ensures all development and redevelopment projects meet the new floodplain standards. All proposed development projects are reviewed for consistency with the City's adopted Comprehensive Plan, Land Development Regulations, and most recently adopted Florida Building Code and Fire Prevention Code.

Vulnerability has decreased based on amendments to the City's Comprehensive Plan's Future Land Use Element, which reduced the permitted density on 146 acres of land. The Future Land Use Plan amendments reduced the permitted number of dwelling units from 237 to 69.

The City of Cocoa replaced it aging City Hall in 2009 with a new building built to within 145 mph winds. A new Utilities Administration building was constructed in 2012 to withstand 145 mph winds that replaced an aging structure that was demolished. The Public Works Administration building was updated with impact wind rated doors and windows in 2010.

Cocoa Beach

Cocoa Beach has reached an almost built out condition. There is only 2.8 % of vacant land in the City, which can accommodate limited new residential and commercial development. The maximum allowable density for residential use is 10 units per acre. There has been more redevelopment of existing properties rather than developing of vacant parcels. Most of the properties within the City are well maintained. According to the 2010 census, Cocoa Beach's permanent population decreased from 12,482 in 2000 to 11,231 in 2010. The City has also updated their webpage to include an "Emergency Alert" section which allows various messaging to be posted to increase community awareness. Due to a decrease in population, an increase in community communication for awareness, and the requirement that redevelopment must meet current codes; there has been an overall decrease in vulnerability to disaster.

Grant-Valkaria

Several changes have taken place in the Town of Grant-Valkaria which has decreased overall vulnerability since the last plan update. The Town has completed a Comprehensive Plan. Although the land uses remain similar to the Brevard County land-uses adopted when incorporating, the town has decreased overall densities by capping the highest density to 4 units per acre. This density was given in mostly previously platted and developed areas which accounted for a very small percentage of the overall land area. The low density residential makes up the majority of the town and densities have been capped at 1 unit per 1.25 acres. Brevard County had allowed

densities at 1 unit per acre. Since the last plan update the town adopted by referendum a requirement for any new development within the low-density residential land use to have a minimum size lot of 1.25 acre, thereby reducing the overall number of new homes that could be built. The Town is currently writing a new zoning code for the 1.25 acre lots.

The town has also completed a Stormwater Master Plan that catalogs every stormwater culvert in town with size, type, elevation, and condition to utilize in a capital improvements replacement program and for flood prevention. This data has helped determine the future needs of the Town and budget accordingly. The Town has better data for establishing base flood elevations for new construction outside of subdivisions with designed stormwater systems which will aid in the reduction of our vulnerability.

In 2014, the construction of a new town hall was completed. The Town Hall is on the list as a critical facility and was previously located in a rental unit that was an older metal building adjacent to the Indian River Lagoon in a flood prone area. The new facility was designed to all of the latest building codes and is located in an area that is not within the flood zone or storm surge areas. Vulnerability to wind damage and flooding has now significantly been reduced as the facility is now located 3.5 miles inland from the Indian River Lagoon.

New construction in town has been primarily limited to single family residential homes, approximately 25 per year. Now there is a better understanding of the drainage system. Drainage improvements are now included in a 5-year capital improvement plan as part of the budget each year. This aids in analyzing the needs for the drainage system and budget accordingly. Although there are still improvements to be made, overall success in the function of the drainage system has reduced the threat of flooding within the town. Overall maintenance of the existing stormwater systems has improved annually which also aids in flood prevention.

The town is now in the review stage of the Land Development Codes and will be addressing issues relating to flood prevention, construction in flood prone areas and designing for fire prevention. Once town specific Land Development Regulations are adopted more reduction in overall vulnerability is expected. The combination of the adoption of the Stormwater Master Plan, the Comprehensive Plan, and staff experience reduce the overall vulnerability to hazards.

Indialantic

The Town of Indialantic is built-out with redevelopment occurring more often than development on vacant land due to the lack of vacant land on which to develop. As

these new structures are completed it has decreased the Town's vulnerability as new construction meets updated codes.

Indian Harbour Beach

In the City of Indian Harbour Beach there has not been much change in vulnerability since the City is almost completely built out, with less than 100 acres remaining to be developed. The remaining acreage is mostly made up of infill parcels located within residential and commercial areas. The City, also, has no room to increase its size through annexation. The City does adhere to its Future Land Use policy in the Comprehensive Plan by "not increasing the density and intensity of land use in the Coastal High-Hazard Area".

Malabar

There have been several stormwater upgrades and projects over the last five years in the town of Malabar that have decreased the potential flooding while improving water quality. Regular maintenance of culverts, ditches, and catch basins has also decreased flooding potential. The Town also promotes wildfire awareness through outreach to residents. These items have decreased the overall vulnerability of the Town.

Melbourne

From a development standpoint, the City of Melbourne has maintained its commitment to not increasing vulnerability. In 2017, the City updated its Coastal Management Element to address peril of flood requirements. The amendments reinforced activities that the City is already undertaking, including participation if the National Flood Insurance Program Community Rating System (CRS) and enforcement of the Florida Building Code and federal floodplain regulations. The amendments also proposed that the City undertake a study to evaluate options regarding the establishment of Adaptation Action Areas (AAAs) in locations that experience coastal flooding due to high tide events, storm surge, and the related impacts of sea level rise. This study will include public input and participation. A final modification pertained to the definition of the Coastal High Hazard Area. Two new maps and several map updates were also adopted as part of the Coastal Management Element amendments. The map revisions included a depiction of the 2060 High Water Scenario for Sea Level Rise as identified by the National Oceanic and Atmospheric Administration (NOAA), an identification of Future Land Use categories in the coastal area, and recognition of the City's Coastal High Hazard Area as identified by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model. In addition, the City has annexed almost three-square miles of property west of I-95. This property, which is part of the St. Johns River floodplain, will be given a Conservation Future Land Use Map designation. A Conservation designation will provide for the long-term protection and preservation of this environmentally sensitive natural resource. This wetland mitigation bank area will comprise a greenbelt

on the City's western edge that protects Lake Washington, the primary source of drinking water for the City of Melbourne.

Melbourne Beach

The Town of Melbourne Beach is built-out. Recent development trends include redevelopment of parcels due to the lack of vacant land on which to develop. As these new structures are completed, it has decreased the Town's vulnerability as new construction meets updated codes.

Over the last five years, a local floodplain ordinance has been established, the Town has joined the Community Rating System program as of 2015, a permanent Floodplain Administrator has been hired, and repetitive loss properties have been reduced to two areas by implementing stormwater mitigation projects. Current Stormwater projects, in process, mitigate flooding problem areas. Website information has been updated to include Floodplain Ordinance topics. Future land use plans have been amended to not include any increase in density, or lot coverage. New construction project guidelines regarding swales, stormwater run-off, and storm drain protection have been updated by certified and trained permitting staff. The Public Works employees are now required to complete NPDES training. Beach sea oats planting projects are ongoing through local community involvement. Emergency management plans are being updated to include Police, Fire, Public Works and Building Departments. The Police and Fire Departments are currently updating radio communications for future mutual aid conditions during statewide emergency declarations. All of the projects listed, and the development trends have made the town less vulnerable and more resilient to disasters.

Melbourne Village

Melbourne Village is nearly built out. It is a town of about 700 residents and one half of one square mile surrounded by Melbourne and West Melbourne. The Town is approximately 90% residential and is mostly owner occupied. There is about 20 acres of commercial land in 5 parcels, four of which are currently developed and occupied. The remaining parcel is vacant land and is anticipated to be developed in the next ten years. There have been no changes in vulnerability over the last 5 years.

Palm Bay

The city is experiencing a moderate rate of development. According to the City's Building Division records there have been Certificates of Occupancy issued for 650 residential units in 2019. A new Interstate 95 interchange and 1.7-mile connector road to Babcock Street SE will be opened in January of 2020 and expectations are that development will pick-up even more. They are not participating in this plan.

Palm Shores

There has been a decrease in vulnerability in the Town based on the following items. The Town currently has approximately 100 plus acres remaining to be developed with much of this acreage being low density residential. This acreage is, for the most, part buffered from US1 and the Indian River by commercial land use on the east side of US1. The Town has upgraded and hardened its riverfront park and fishing pier area to better withstand wind and water damage. The Town has also purchased shutters and a generator for the Town Hall. The Town Council has adopted the latest Flood Maps and Florida Building Codes. The Town has adopted a Continuation of Operations Plan (COOP) in conjunction with Federal, State and County governments, and it adheres to its Coastal Management Policy 5.3 which states, “When considering Comprehensive Plan Amendments within the designated Coastal High Hazard Area, the Town will direct population concentrations away from the Coastal High Hazard Areas.”

Rockledge

The current rate of development and redevelopment seems to be on upward trend. Since the last plan update the City of Rockledge has decreased overall vulnerability. The City has developed a variety of Stormwater projects. The Lake Betsi retention area is a 60-acre lake that provides retention and treatment for almost 800 acres. In addition to Lake Betsi, the City of Rockledge has also constructed Huntington Lake which is 31 acres in size and will provide retention and treatment for an additional 100 acres that were previously untreated. That is a total of over 900 acres that the City is now treating.

In 2018, the City of Rockledge constructed a new Fire Station that is capable of sustaining 160 mph winds; this is in addition to reconstructing the master headwall which takes all of the storm water out to the river.

Satellite Beach

The city of Satellite Beach has annexed decommissioned military housing community increasing the town density by 500 residences. The annexation of these areas decreased the overall vulnerability of the city as their construction meets current building codes. Most development in the city, which is nearly built out, has been redevelopment or upgrades that must also meet current construction codes and thereby further reducing the city’s vulnerability to disaster.

Titusville

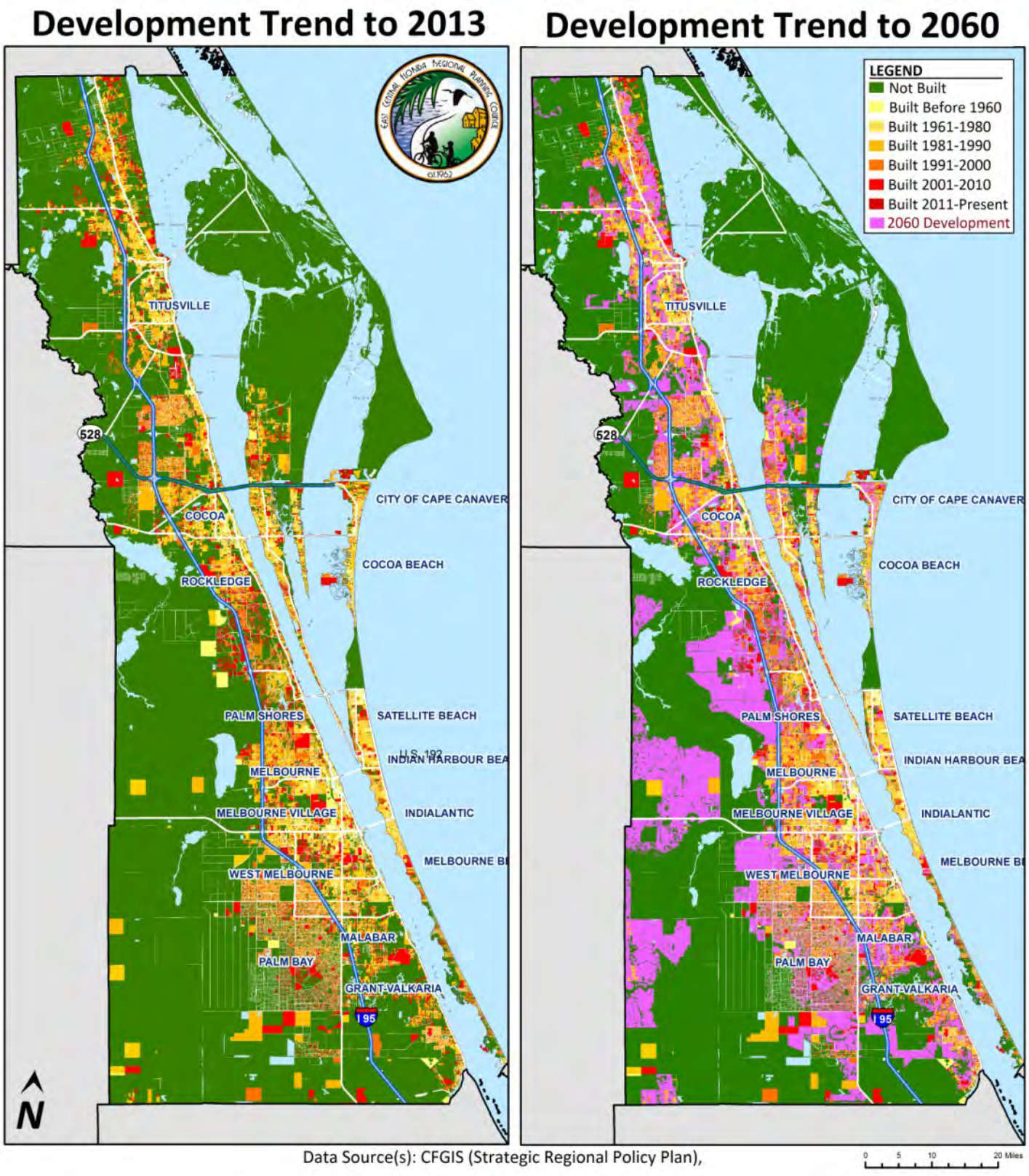
During the planning period, the rate of development activity has increased significantly from the previous period. Economic development efforts by State, regional and local organizations have seen an increase in private aerospace and manufacturing jobs in and adjacent to the City. In addition, an increased number of launches has resulted in increased tourism to the area.

The improved economic conditions have given rise to redevelopment of several areas of the City, including antiquated shopping malls and the downtown area. In addition, construction of hotel, single-family subdivisions and multi-family developments is occurring at a rapid pace. Much of the remaining undeveloped land can be considered difficult to develop due to environmental constraints. The City is aware these challenges and has adopted policies related to Perils of Flood, to reduce locating vulnerable populations in areas likely to be impacted by flooding and storm surge. In addition, the City is developing a sustainability plan to address long-term issues related to sea level rise and other vulnerabilities.

West Melbourne

The City of West Melbourne maintains its commitment to decreasing hazard vulnerability. Several stormwater improvement projects have been implemented, and several more are in the CIP, some under design. Since the adoption of the plan, West Melbourne has seen some of the highest development rates in the state. Most of the development has been multi-family and commercial uses, with some single-family development as well. Development is also beginning to occur on land west of I-95. As of April 2019, West Melbourne's population had increased to approximately 23,607 and now occupies 10.55 square miles. 53% of land use is residential. 11% of the jurisdiction remains to be developed that equates to 1.1 square miles. The floodplain previously identified for properties near I-95 has been reduced in the 2010 update of the FEMA maps thus decreasing vulnerabilities there. Commercial, Industrial, and Institutional uses are 12%, 6% and 4% respectively. All development must follow land development regulations and building codes, including stormwater attenuation and floodplain requirements.

The map below depicts potential 2060 development as identified by the East Central Florida Regional Planning Council.



1.9.6 **Recent Disaster Events in Brevard County**

An important indication of the hazards threatening the county is the actual occurrence of disaster events, and the level of impact they have had on the community. Assessment of past disasters can also be very informative regarding the types, locations, or scope of mitigation initiatives that would be needed to prevent similar damages from future events of the same type. Brevard County has experienced ten Presidentially-declared major disaster events in the last sixteen years, and some near misses, representing a number of types of hazards. Three events, Hurricanes Charley, Frances and Jeanne in August and September of 2004, caused at least $629 million in damages.

Hurricane Wilma, a Category 3 storm, brought 125-mph winds and heavy rains to much of central and southern Florida, downing trees and flooding many communities. Approximately five million people were without electrical power. Wilma struck Brevard County on October 24, 2005 and hit south and central Brevard County particularly hard. In areas such as Cocoa Beach and Indialantic, very little erosion occurred where previous restoration efforts had built wide, protective beaches. In other areas, the dunes along Brevard County's beachfront properties suffered varying degrees of erosion damage. Significant erosion was observed in the recently-completed 2005 emergency dunes of Satellite Beach, Indian Harbour Beach, northern Indialantic, Melbourne Beach (and southward). Those dunes had been constructed in response to the severe damage of the 2004 hurricane season and were intended to provide a protective buffer between rough seas and imperiled properties along those relatively narrow stretches of Brevard County's coastline; however, at least five homes were damaged. As repairs were underway a tropical wave on October 1, 2007 produced even more beach erosion.

Between May 11 and 16, 2008, the Mother's Day fires occurred in Palm Bay, Malabar and Cocoa. The Mother's Day fires impacted over 200 homes, of which 52 were destroyed. Brevard County received $4.3 million in public assistance funds from FEMA, and the fires caused over $16 million in property damage.

Tropical Storm Fay resulted in two Presidential Disaster Declarations—one for debris removal and emergency management protective measures ahead of the storm, and the second for its August arrival in 2008. The storm exited the state near Melbourne on August 20. Extensive flooding took place as a result of its stalling over the peninsula. Melbourne accumulated at least 25 inches of rainfall and other parts of Brevard County experienced 25 to 30 inches. The storm damaged 1572 homes in Brevard County, and a tornado associated with Fay ripped through Brevard County, damaging 52 additional homes, rendering nine of them uninhabitable and injuring two people.

After the storms had passed and the impact assessed, from August 19 to 21, 2008, Tropical Storm Fay had delivered more rainfall to Brevard County than any other storm to date in recorded history. Fay overwhelmed many private and public storm water systems so that some houses and businesses were flooded for up to two weeks. Wind from these events also spread canker through groves and the flooding created livestock issues.

On September 3, 1979, Hurricane David grazed the coast of Florida as a Category 2 storm. Though it made landfall as a Category 2 storm, the strongest winds were localized to the immediate area around landfall. The highest reported winds occurred in Fort Pierce, 70 mph sustained winds and 95 mph gusts. Because the hurricane remained near the coastline, Hurricane David failed to cause extreme damage in Florida.

Category 1 Hurricane Erin made landfall near the Sebastian Inlet in southern Brevard on August 2, 1995. This storm produced wind damage and extensive flooding countywide. It also spawned a tornado in Titusville which caused minor damage.

The center of Category 4 Hurricane Floyd passed about 115 statute miles off the coast of east central Florida on September 15, 1999, producing wind gusts to near 70 mph. The areas hardest hit were coastal sections of Brevard.

On August 13, 2004, Hurricane Charley swept across the state and affected northern Brevard and produced heavy debris and hurricane force wind gusts. On September 3rd, a couple of weeks after Charley, Hurricane Frances affected Brevard producing wide spread wind damage. Jeanne came through the same year on September 26th. Jeanne's hurricane force gusts produced extensive wind damage in southern Brevard.

Hurricane Wilma in 2005 came ashore in south Florida and produced six tornados in Brevard and 10 to 13 inches of rain which flooded about 200 homes in Cocoa. Finally, from August 18-23, 2008, Tropical Storm Fay stalled on top of Brevard County producing record setting rain and extensive flooding.
In 2012, Brevard declared a local state of emergency in response to Hurricane Sandy's impact on its beaches in an effort to expedite the permitting and repair process beachside property owners. Erosion along Brevard's 72 miles of coast was estimated at $25 million. Federal assistance was denied.

In 2016, Tropical Storm Colin moved from the northeast Gulf of Mexico to the far eastern Florida panhandle. On June 6 through June 7, outer rainbands impacted portions of east-central Florida with gusty winds and periods of heavy rain. While sustained winds remained below tropical storm force, gusts in heavy squalls did reach tropical storm force, in coastal Brevard County.

A very moist, tropical airmass in the wake of Tropical Storm Colin remained across east-central Florida. An approaching weather disturbance aloft combined with a sea breeze boundary near the Brevard County coast caused training of showers and storms. Persistent rains result in roadway flooding within southern Brevard County. Between 4 and 6 inches of rain fell across south Brevard County during a 6-hour period from mid-morning through late afternoon, leading to roadway flooding, roadway closures and stranded vehicles. High levels of standing water continued into the early evening then rapidly subsided. The areas with most significant impacts included Palm Bay and Malabar.

Later that same year the center of major Hurricane Matthew passed only 25 miles offshore Brevard County during the morning hours of October 7, producing a long duration of sustained tropical storm winds through much of the county and a shorter period of frequent gusts to hurricane force closer to the coast. A National Weather Service damage survey confirmed that sustained category 1-2 hurricane winds likely occurred along the coastline from Cape Canaveral northward. The highest sustained wind recorded at the Melbourne International Airport was 53 mph from the north at 1:46AM on October 7 and the peak gust was 70 mph from the northwest at 2:57AM. A USAF wind sensor at 54 feet above ground level near the beach north of Cape Canaveral recorded a sustained wind of 79 mph and a gust of 107 mph. Other recorded peak wind gusts included 87 mph at Satellite Beach, 81 mph on Merritt Island and 77 mph at Cocoa Beach. Wind damage occurred to several hundred homes, often a result of impacts due to falling trees. Eleven homes were destroyed, 140 sustained major damage, 549 experienced minor damage and an additional 1,500 homes were affected in some way. Structural damage to homes and businesses due to wind were confined mainly to the barrier islands as well as those properties exposed to larger bodies of water. Damage generally involved roof shingles, soffits, awnings, and pool enclosures. Further inland, property damage was mainly a result of fallen trees, especially to older buildings and mobile homes near wooded areas. Several homes experienced water intrusion due to damaged roofs. Two homes were lost to fire as officials suspended emergency services during the height of the storm. County-wide, there was sporadic damage to fences, awnings, and screen rooms. About 227,000 customers were without power at the height of the storm, or about 75 percent of the county. Preliminary property damage was estimated at $35 million to residential structures and $40 million to public structures. Mandatory evacuations were ordered for residents of the barrier islands, including Merritt Island, as well as low-lying areas, RV parks, and mobile homes across the remainder of the county. A total of 4,320 residents evacuated to shelters within the county. There was one direct injury. A male in his 40s was injured in Port Canaveral when a sign fell and struck him during the storm. Damage estimates indicated an economic loss to Brevard’s beaches of $25 million due to coastal erosion.

Category 3 Hurricane Irma made landfall near Naples during the late afternoon of September 10, 2017. Irma then moved northward across west-central Florida during the evening and overnight while weakening to a Category 2 hurricane approximately 95 miles west of Melbourne. Due to the large size of the wind field, a long duration of damaging tropical storm force winds with gusts to hurricane force was experienced across all of east-central Florida. The highest sustained wind was measured at WeatherFlow site in Melbourne Shores (64 mph) and the peak gust was 94 mph along the Banana River at State Road 528. Water levels rose within the coastal lagoon system between 1 and 3 feet (although locally up to 4.5 feet within a few constricted areas of the lagoon, primarily within north Brevard and Volusia Counties) due to coastal surge and run-off from heavy rain and slow drainage through the inlets. Many docks and boat houses along the Indian, and Banana Rivers were damaged from the combination of high water and wave action. Rainfall totals of 10-15 inches were widespread across east-central Florida. Heavy rain fell within the St. Johns River basin and caused the entire river (from Cocoa in Brevard County to Astor in Lake County) to reach flood stage. Ten tornadoes were confirmed, eight of which were in Brevard County (one EF-0, six EF-1, and one EF-2).

Preliminary reports indicated 7,132 homes sustained damage, including 400 with major damage and 45 destroyed. Initial property damage was estimated at $30 Million. Damage generally involved roof shingles/tiles, soffits, awnings, and pool enclosures. Several houses, condos and businesses lost portions of their roofs, primarily along the coast, with additional damage due to water intrusion. Hundreds of trees were uprooted or snapped and many gas station awnings along the coast were toppled. Florida Power and Light reported 100 percent of customers within the county lost power during the hurricane. A total of 3,667 residents evacuated to shelters within the county. Eight of Ten tornadoes were confirmed in Brevard County (one EF-0, six EF-1, and one EF-2).

On October 2, 2017, A surface boundary draped across the central Florida peninsula resulted in slow moving showers and thunderstorms that produced heavy rainfall across central and southern Brevard County. 6-10 inches of widespread rainfall was observed across the impacted areas, with isolated higher amounts of 10-11 inches of rain observed in Palm Bay, Malabar, Indialantic, and Floridana Beach. Areas of flooding and flash flooding resulted in impassible roads, stalled vehicles and water entered a few homes.

Widespread 7-9 inches of rain associated with the surface boundary fell across central Brevard County from Cocoa to Merritt Island to Cape Canaveral. Water entered several homes on Stratford Drive and Catalina Drive in Cocoa. Cidco Road in Cocoa and Sandgate Street in Cocoa were closed due to high flood waters. Flood waters entered homes on South Banana River Drive, East Crisafulli Road, Horseshoe Bend, Church Street and Newfound Harbor Road on Merritt Island. Flooding closed several roadways with multiple reports of people trapped in cars due to the rising floodwaters in the Buttonwood Manor neighborhood on Merritt Island.

In March of 2019, a strong weather disturbance brought unusually cold temperatures to central Florida. The lift from this system, combined with moisture, resulted in two long-tracked severe thunderstorms which affected central and southern Brevard County during the morning. The first Brevard County storm produced a historic swath of large hail and resultant damage to vehicles, home windows, roofs and pool screen enclosures (becoming the most significant hail storm on record within Brevard County). Areas most significantly impacted included Canaveral Groves, Cocoa, Rockledge, Central Merritt Island, Patrick Air Force Base, Satellite Beach, Indian Harbour Beach and Indialantic. Many of these areas experienced hail between the size of ping-pong balls (1.5-inch diameter) and golf balls (1.75-inch diameter), with maximum hail stones reaching hen egg size (2.0 inches) in Indialantic. One hour after this storm, another severe thunderstorm produced a second round of similar sized hail (up to golf ball size, 1.75-inch diameter) and affected many of the same areas including Canaveral Groves, Cocoa, Rockledge, Central Merritt Island and Patrick Air Force Base. Hail lasted 5 to 10 minutes during each of the storms and resulted in accumulation in many areas. Wind gusts of 45 to 55 mph also accompanied the storms. This was the county's first golf ball-sized hail recording since April 28, 2011. Only a handful of other such instances in the past 20 years (2000, 2001, 2003, 2004, 2007, 2011).



Courtesy of Tommy Lee, Satellite Beach



Courtesy of Kelli Starkey, Cocoa

Overall, the 2019 Atlantic hurricane season featured above normal activity. Eighteen named storms formed, of which six became hurricanes and three became major hurricanes. Major hurricane Dorian affected Brevard County though it never officially made landfall in Florida. The center of Dorian made its approach to Brevard’s coast on Wednesday, September 4, 2019. The closest point of approach was 79 miles (east-northeast of Cape Canaveral) at 4 AM EDT. Damage was minimal throughout the county including historic flood zones and municipalities, the most significant damage was beach erosion. The president declared a major disaster for most of the east coast of Florida on October 21, 2019 after preliminary damage assessments were completed. This declaration made Public Assistance and Hazard Mitigation Grant Program assistance available to Brevard.

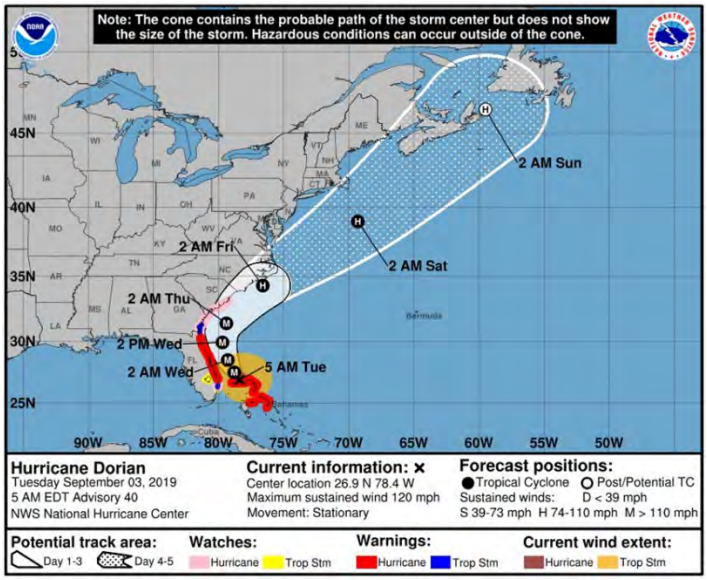
For a full listing of historical weather events to hit Brevard County, including economic, agricultural and human impacts, view the National Climatic Data Center data at the following website: http://www.ncdc.noaa.gov/stormevents/

To view the storm inventory referenced above via map, visit the following website provided by the National Climatic Data Center: http://www.ncdc.noaa.gov/cdo-web/search?datasetid=ANNUAL

For a full listing of Presidential Disaster Declarations, visit the following website: http://www.fema.gov/presidential-disaster-declarations

1.9.7 **Initial Hazard Identification**

Brevard County is vulnerable to a wide range of natural and human-caused hazards that threaten life and property. FEMA's current regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (i.e., technological hazards, terrorism) is encouraged, though not required for plan approval. The initial identification of hazards for inclusion in the risk assessment was based on earlier versions of the Brevard County LMS, as well as a review of the State of Florida Hazard Mitigation Plan and FEMA mitigation planning guidelines.



The next table lists the range of hazards identified that may impact the County. However, certain hazards of low risk, including earthquakes, land subsidence/sinkhole, and space weather/geomagnetic storms are not profiled in this hazard, risk, and vulnerability assessment.

Type	Hazard	Hazard-Specific Effects	Probability of Occurrence
Natural	Hurricane/Storms Effects	*High Winds*	*5*
		Storm Surge	*5*
		Coastal Erosion	*5*
		Floods	*5*
		Tornadoes	*5*
		Thunderstorms/Lightning	*5*
	Sea Level Rise		*2*
	Drought		*4*
	Severe Winter Storms		*1*
	Extreme Heat		*4*
	Wildfire		*4*
	Agricultural Infestation		*4*
	Seismic Hazards		*1*
	Land Subsidence/Sinkhole		*1*
	Tsunami		*1*
	Invasive Species		*4*
	Space Weather/ Geomagnetic Storm		*1*
	Dam/Levee Failure		*1*
Technological	Hazardous Materials	*Bulk Fuel Tank*	*2*
		Radiological Release	*2*
		Rail Transportation Incident	*2*
		Oil Spill	*2*
	Communications System Failure		*4*
	Prolonged Utility Failure		*5*
	Terrorism		*2*
Societal	Pandemic/Epidemic		*4*
	Mass Casualty		*5*
	Transportation Accidents		*2*
	Civil Disorder		*1*

Probability Legend

1- Greater than 500-year occurrence
2- 500 years or less occurrence
3- 100 years or less occurrence
4- 25 years or less occurrence
5- Once a year or more occurrence

Each of the initially identified hazards was studied for their potential impact on Brevard County as well as in terms of the availability of hazard mitigation strategies to reduce that impact. Best available data on historical occurrences, the geographic location and extent as well as the probability of future occurrences were collected and reviewed as part of the hazard identification process. As a result of the identified hazards, reduction of services and capabilities of program operations are possible as personnel and public infrastructure are located in vulnerable areas.

1.9.8 **Natural Hazards**

Hurricane and Storm Effects

Hurricane and storms effects can produce high winds, storm surge, flooding, tornadoes, thunderstorms and lightning. Some of these hazards have the highest likelihood and largest potential damage impacts of all hazards covered in this report. The probability for more hurricane and storm effects to strike the peninsula of Florida and consequently the Brevard County area must be considered very high, a once a year or more occurrence. The greatest threats are storm surge along the barrier islands, wind damage to homes, businesses and coastal lands, inland flooding and mass casualty. While it is possible for the county to be hit by a category 4 or 5 hurricane, it is very unlikely based on past trends that have seen Florida's northeastern region mainly receiving tropical depressions/storms and categories 1-3. Impacts from these storms can include tree and natural environment destruction, infrastructure and house damage or collapse, downed power lines, blocked roads, flooding, and massive amounts of storm-generated debris. All structures are susceptible to impacts of hurricanes, especially buildings in floodplains, low-lying areas and unsound housing or mobile homes. Because this county has experienced hurricanes and/or storms with associated hazards annually it can be assumed to occur again with a similar frequency.

High Winds | *Natural Hazards*

High winds are those that approach or exceed 40 mph and are sustained for an hour or more. High winds accompany severe storms, hurricanes, tornadoes spawned by hurricanes and wind shears or bursts and their side effects, hail and lightning, are widely anticipated events in Brevard County. Due to the subtropical location and 72 miles of coastline, Brevard County is particularly susceptible to hurricanes and tropical storms. With its coastal location and flat topography, all of Brevard County and every municipality in the county are considered to be at high risk from the high winds associated with thunderstorms, tropical storms, and hurricanes.

There are approximately 21,328 mobile homes throughout the county and numerous structures erected prior to building code changes that could be damaged from a storm such as Hurricane Andrew, Katrina or more recently Hurricane Dorian. These structures are relatively more vulnerable to high wind damage. Wind damage from the storm itself is related to wind speed and the accompanying "pressure" that is exerted on those structures.

The following table outlines the classification system for tropical depressions, tropical storms and hurricanes, known as the Saffir-Simpson Scale. It is important to note that

the hazards identified in this section are not always the result of hurricanes and tropical systems, but rather the normal climatic patterns over the state of Florida.

Category	Wind Speed	Type of Damage
Five (Major)	≥157 mph ≥137 kt ≥252 km/h	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Four (Major)	130–156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Three (Major)	111–129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
Two	96–110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks
One	74–95 mph 62-82 knots 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days
Tropical Storm	18–32 m/s,35–63 knots 39–73 mph, 63–118 km/h	Dangerous winds capable of inflicting damage on structures, although less likely than a Category 1 Hurricane.
Tropical Depression	<17 m/s, <34 knots <38 mph, <62 km/h	Dangerous winds and gusts capable of inflicting damage, but minimal damage done to structures.
Source: National Weather Service, National Hurricane Center		

The worst-case hurricane wind scenario for Brevard County would be if a large diameter Category 4 or 5 Atlantic hurricane made landfall in the southeast corner of the County, at Barefoot Bay and Snug Harbor (both large mobile home communities), and moved north-northwest on a route centered on a corridor approximated by US 1 and the Indian River. This north-northwest route would directly impact the densely developed areas of

the county and every incorporated jurisdiction. This route would require evacuation of large parts of the developed areas on the east side of the county. For non-evacuated areas, structural damage from wind would cause thousands of injuries and fatalities. It would also result in extensive and wide-spread damage to structures, utilities and vegetation. Mobile and manufactured homes throughout the county could be completely destroyed. Extensive roof, doorway and window damage would occur to single family residences and smaller multi-family residences. Larger engineered structures would suffer extensive damage to windows and roofs. Roofs on broad span structures and Butler type buildings would collapse. Above-ground electric transmission and distribution systems would be destroyed. Telecommunication networks would be extensively damaged, and many radio and microwave towers destroyed.

There would be large amounts of vegetative debris created, blocking roadways and restricting travel. Major roadways that could be affected by debris that would inhibit recovery include: Interstate 95, US Highway 1, US 192 New Haven Ave, Melbourne; SR46 Main Street, Mims; SR 405 NASA Parkway, Titusville; SR50 Cheney Highway, Titusville; SR 407 Challenger Memorial Parkway, Titusville; SR528 Beachline, Orlando to Port Canaveral, SR524 Bennett Causeway, Cocoa; SR520, Cocoa to Merritt Island; Highway A1A, SR406 Memorial Parkway, SR 513 South Patrick Drive, SR518, Eau Gallie, Melbourne; SR509 Wickham Road, Melbourne; SR 514 Malabar Road, Malabar; SR 516 Palm Bay Road, Palm Bay; and SR507 Babcock Street, Melbourne to south county line. Removal of vegetative debris, as well as construction and demolition debris, would be an enormous problem. Restoration of power and telecommunications would take weeks to complete throughout the area. The economic impacts would be extensive, with most business, including those serving tourists, closed due to damage to their facilities or to the homes of the residents. The probability of high winds is generally higher during hurricane season (June through November), but vary year to year depending on tropical activity in the Atlantic Ocean. Overall, the county is highly susceptible to wind damage compared to other parts of the country.

As stated previously, those residents in mobile and manufacture homes would be of concern as they would be highly affected. Those in mobile or manufactured homes are also at risk not only for this hazard but for others as well. The number of those at risk can be calculated by taking the 2010 census numbers (543,372) divided by the number of mobile and manufactured homes (21,328), then multiplying that by the average number of people per home (2.58 people which is the 2010 Census' average) about 9.87% of the county's residents living in a manufactured or mobile home, or 55,026 individuals. Several large mobile home parks include the previously identified areas of

Barefoot Bay and Snug Harbor in southernmost Brevard's mainland. Both are in the highest wind risk area of the county. Other major parks include Hidden Lakes, Cocoa; Lamplighter Village, Melbourne; Southgate Mobile Homes, Cape Canaveral; Ocean View RV and Mobile Home Court, unincorporated Brevard; Lucky Clover Mobile Home and RV, Melbourne; and the Village of Ponce de Leon, Melbourne Beach.

The homeless are another vulnerable population. The total homeless counted during the Point in Time Count (PITC) on January 26, 2019 was 815 (down 24% from 2015), which included a 2% increase in unsheltered homelessness (388 in 2015 vs. 397 in 2019). Child homelessness has decreased by 40% (244 in 2015 vs. 146 in 2019) with unsheltered child homelessness also decreasing by 15% (13 to 11).

From 2015 to 2019, chronic homelessness has increased 39% from 148 to 206, while unsheltered chronic homelessness has increased by 26% (146 to 184). Veteran homelessness decreased nearly 6% from 193 to 182, with the unsheltered number of veterans decreasing by 4%, from 54 to 52.

The Point in Time Count does not provide an accurate number of all persons experiencing homelessness for many reasons; however, it provides the statistical basis for accurate percentages to show increase of decrease in these populations, year over year. Therefore, the percentage of increase or decrease is where one should focus for policy-making decisions, rather than the number of persons counted.

There have been no direct hits from tropical cyclones in Brevard since 2008; however, a close to coast brush with Hurricane Sandy in 2012, Hurricanes Colin and Matthew in 2016, Hurricane Irma in 2017, and Hurricane Dorian in 2019 produced notable damage from winds, flooding, surge, and erosion . Smaller storm surge events were also reported in 2012 from tropical storms Beryl and Debby.

On June 6 through June 7, of 2016 Tropical Storm Colin's outer rainbands impacted portions of east-central Florida with gusty winds and periods of heavy rain. While sustained winds remained below tropical storm force, gusts in heavy squalls did reach tropical storm force, in coastal Brevard County.

A very moist, tropical airmass in the wake of Tropical Storm Colin combined with a sea breeze boundary near the Brevard County coast caused showers and storms. Persistent rains result in roadway flooding within southern Brevard County. Between 4 and 6 inches of rain fell across south Brevard County during a 6-hour period from mid-morning through late afternoon, leading to roadway flooding, roadway closures and

stranded vehicles. The areas with most significant impacts included Palm Bay and Malabar.

Later that same year the center of major Hurricane Matthew passed only 25 miles offshore Brevard County during the morning hours of October 7, producing a long duration of sustained tropical storm winds through much of the county and a shorter period of frequent gusts to hurricane force closer to the coast. The highest sustained recorded peak wind gusts included 87 mph at Satellite Beach, 81 mph on Merritt Island and 77 mph at Cocoa Beach. Wind damage occurred to several hundred homes, often a result of impacts due to falling trees. Eleven homes were destroyed, 140 sustained major damage, 549 experienced minor damage and an additional 1,500 homes were affected in some way. Damage estimates indicate an economic loss to Brevard's beaches of $25 million due to coastal erosion.

Category 3 Hurricane Irma made landfall near Naples during the late afternoon of September 10, 2017. Irma then moved northward across west-central Florida during the evening and overnight while weakening to a Category 2 hurricane approximately 95 miles west of Melbourne. The highest sustained wind was measured at WeatherFlow site in Melbourne Shores (64 mph) and the peak gust was 94 mph along the Banana River at State Road 528. Eight of Ten tornadoes were confirmed in Brevard County (one EF-0, six EF-1, and one EF-2).

Major hurricane Dorian affected Brevard County though it never officially made landfall in Florida. The center of Dorian made its approach to Brevard's coast on Wednesday, September 4, 2019. The closest point of approach was 79 miles (east-northeast of Cape Canaveral) at 4 AM EDT. Damage was minimal throughout the county; the most significant damage was beach erosion. The president declared a major disaster for most of the east coast of Florida on October 21, 2019 after preliminary damage assessments were completed. This declaration made Public Assistance and Hazard Mitigation Grant Program assistance available to Brevard.

The following tables summarize the financial exposure, building detail and land use summary of all parcels within each of the wind risk zones in Brevard County. The Wind Risk Zones map depicts the hazard zones summarized in these tables, which were generated by Hazus-MH climatic modeling software.

The risk model, from a statewide perspective, places higher probability of a hurricane with higher winds striking the southeastern and far-northwestern portions of the state of

Florida. As the coastline recedes northwest along Florida's eastern seaboard, the likelihood of a direct hurricane strike – and the winds they produce – generally diminish over the long term utilizing this model. The following table has the wind risk for the county.

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	64,009	19.29%	45,944	13.84%	$2,670,719,350.00	$5,869,060,160.00	$7,100,309,140.00	$4,530,390,373.00	33,044	12,250	7,652	1,550
106-110 mph	223,491	67.34%	171,956	51.81%	$12,071,023,996.00	$30,855,463,874.00	$35,858,116,500.00	$26,893,978,040.00	104,830	62,878	39,122	10,248
111-115 mph	44,385	13.37%	34,279	10.33%	$3,572,577,187.00	$6,113,964,793.00	$8,232,778,430.00	$6,441,257,470.00	25,831	8,632	4,698	1,176

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	57,775	17.41%	1,664	0.50%	91	0.03%	469	0.14%	173	0.05%	2,747	0.83%	478	0.14%	2	0.00%	125	0.04%
106-110 mph	206,256	62.15%	6,698	2.02%	258	0.08%	2,078	0.63%	566	0.17%	3,593	1.08%	720	0.22%	8	0.00%	50	0.02%
111-115 mph	38,874	11.71%	1,653	0.50%	113	0.03%	203	0.06%	143	0.04%	2,473	0.75%	137	0.04%	1	0.00%	28	0.01%

The map on the following page shows wind risk zones in Brevard showing extent as listed below.

Zone 101mph-105mph includes:

- Unincorporated Brevard
- Western City of Cocoa
- All of the City of Titusville

Zone 106mph-110mph includes:

Portions of -

- Unincorporated Brevard
- City of Cocoa
- City of Satellite Beach

All of -

- City of Cape Canaveral
- City of Cocoa Beach
- City of Melbourne
- Town of Melbourne Village
- City of Palm Bay
- Town of Palm Shores
- City of Rockledge
- City of West Melbourne

Zone 111mph-115mph includes:

Portions of -

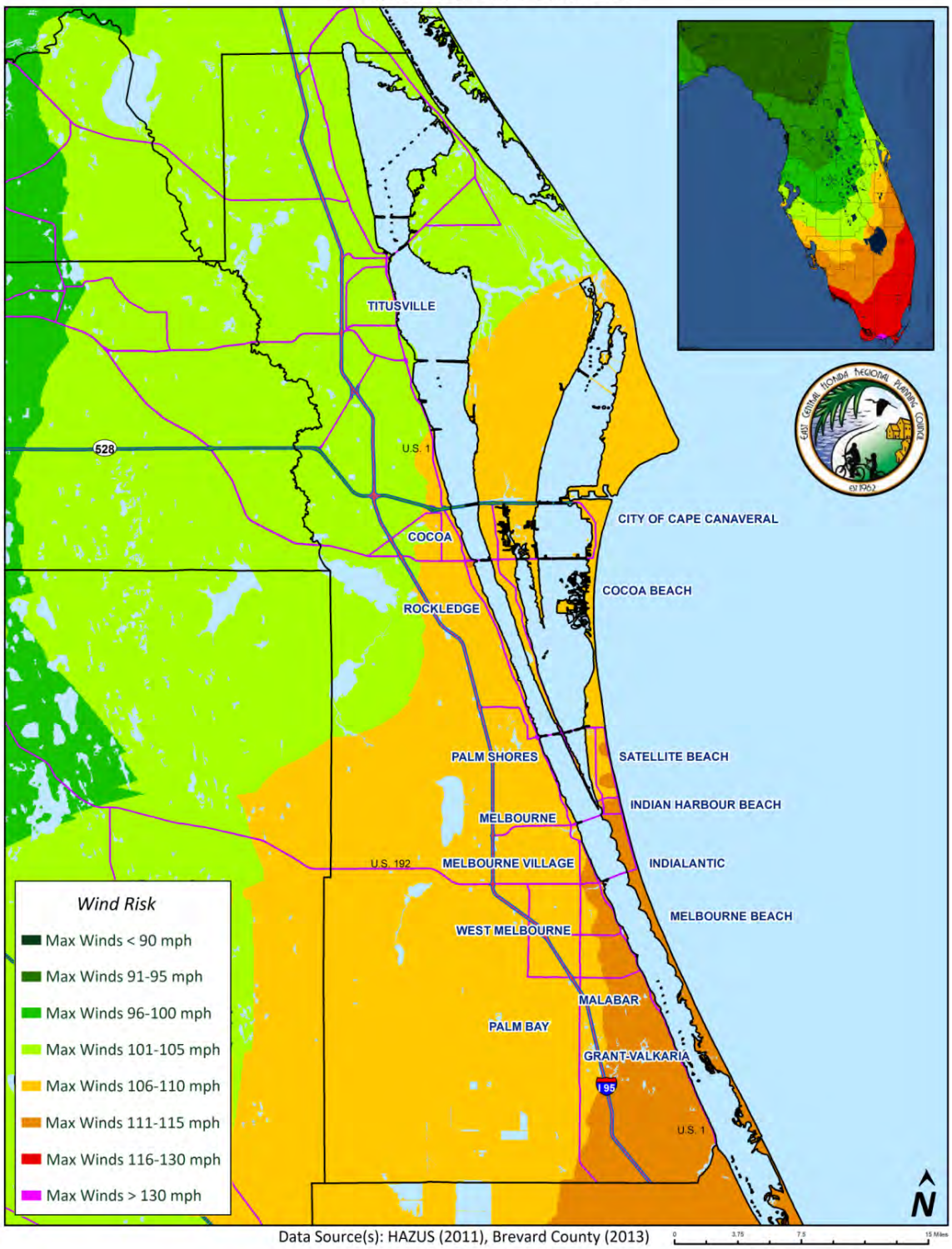
- Unincorporated Brevard
- City of Satellite Beach

All of –

- City of Indialantic
- Town of Indian Harbor Beach
- Town of Grant-Valkaria
- City of Malabar
- City of Melbourne Beach



Wind Risk Zones



Storm Surge | *Natural Hazards*

Storm surge is a rise above the normal water level along a shore caused by strong onshore winds and/or reduced atmospheric pressure. The surge height is the difference of the observed water level minus the predicted tide. Storm surge can be 50 or more miles wide and sweeps across the coastline around where the hurricane makes landfall. The maximum rises in sea-level move from under the storm to the right of the storm's track, reaching maximum amplitude of 10 to 30 feet at the coast. The storm surge may double, or more, in height when the hurricane's track causes it to funnel water into a bay. Typically, the stronger the hurricane, the higher and more powerful the storm surge will be.

In fact, the greatest threats posed by a hurricane or a tropical storm to Brevard County are storm surge along the barrier islands; wind and water damage to homes, businesses, and coastal lands; and inland flooding. The barrier islands from Cape Canaveral to Sebastian Inlet are susceptible to the effects of storm surge created by tropical systems and severe winter storms. The combination of high tides and wind action can create coastal flooding and saltwater inundation of the barrier islands and are considered significant risk factors. Storm surge is ranked highly by the beach communities spread along the coastline and is of serious concern.

The worst-case for storm surge would be if a major Atlantic approaching hurricane, such as a Category 4 or 5, expected to make landfall in south Brevard County were to arrive at high tide and was accompanied by violent wave activity. The following table shows the occurrence of storm surge since 2015, these are the storm surge events since the last plan update.

The storm surge zone maps in this section indicate that the extent of storm surge could impact all of the barrier island communities, as well as the Indian River Lagoon System from the Sebastian River Inlet, along Melbourne up to Cocoa, and northward past Titusville; and including the Banana River shoreline to the county’s northern boundary. There is development within most of these areas, including development directly on the water’s edge. Thousands of structures within these areas would be vulnerable to storm surge and accompanying wave action through a range of impacts, including erosion of the sand beneath the structure causing it to collapse, physical pressure that would damage the structure or move it off its foundation, and/or receive inundation from surge.

Brevard County could potentially see the washout of the main north/south thoroughfare for the barrier islands, Highway A1A, which would severely hinder response, reentry

and recovery following a storm. The area just north of Patrick Air Force Base would be extremely susceptible to washout, as the narrowest portion of the barrier island and in a catastrophic event the roadway could be breached, and a new inlet could be formed. As well, mobile and manufactured home parks on the barrier islands could see devastating impacts due to storm surge, especially areas such as the Southgate Mobile Homes in Cape Canaveral (approximately 65 mobile homes), Ocean View RV and Mobile Home Court (approximately 50 homes) in unincorporated Brevard County, and Lucky Clover Mobile Home and RV (approximately 100 homes) in beachside Melbourne. These mobile and manufactured homes could be moved off of their supports, impacting roadways and other residences in the vicinity.

Other roadways which serve as evacuation routes for the barrier islands include State Road (SR) 405(NASA Causeway), SR 528 (The Beachline), SR 404 (Pineda Causeway), SR 518 (Eau Gallie Causeway) and SR 192 (Melbourne Causeway). Each would be affected along with utilities that run along those causeways. These utilities and communications systems would be significantly damaged and require extensive and time-consuming repairs. If surge zone evacuation was not complete or extensive enough, numerous injuries and fatalities could be expected. There are over 72,000 homes and businesses in the Category 5 surge zone. Areas of industry and tourism like Kennedy Space Center, Cape Canaveral Air Force Station, Port Canaveral, Cocoa Beach Pier, Kelley Park, Lori Wilson Park, Patrick Air Force Base, Sebastian State Park and all areas between would be devastated.

Port Canaveral is the world's second busiest cruise port. There are seven cruise lines, with six major cruise terminals. It handles tons of cargo each year. The port has contributed $500 million annually to the county's economy. Since the tourist industry is generally concentrated in the surge zones, as well as those industry areas mentioned above, the economic impact would be enormous and long-lasting.

Beach erosion would be significant, with the loss of hundreds of beach-front structures due to damaged foundations. In the worst-case, environmental damage of well over 10,000 acres of undeveloped land would also be realized and significant, due to salt water inundation over those areas. The damage to Brevard’s beaches would not only affect people but also threatened and endangered animal and plant species. Populations like the sea turtles (Hawksbill, Kemp's Ridley, Leatherback and Loggerhead), the beach mouse, Florida scrub jay, and gopher tortoise would be affected or eradicated.

The Indian River Lagoon System is also a draw for tourism and aquaculture in it contributes millions to the economy. The Lagoon also produces more that 25% of the blue crabs to Florida's East Coast. This area would be devastated by change in salinity from overland surge.

Utilizing the National Hurricane Center's Sea, Lake and Overland Surges from Hurricanes (SLOSH) modeling program, Brevard County operated the Cape Canaveral SLOSH basin, a geographical region with known values for topography and bathymetry, to determine storm surge amounts which could be seen during a Category 3 or Category 4 impacting the area. These models also depict impact areas within the previously identified communities that would be vulnerable to storm surge.

For these purposes, the Maximum Envelopes of Water (MEOWs), which are formed from the envelopes of several similar hypothetical storms which run parallel to each other, were combined to establish the Maximum of MEOWs (MOMs) for a Category 3 and Category 4 hurricane impacting Brevard County. The MOMs combine all hypothetical storms which run parallel to each other, from each direction, and depict the maximum amount of water seen within every grid cell that is reached in any several MEOWs.

Recent Storm Tides & Surge for Named Storms Since 2015

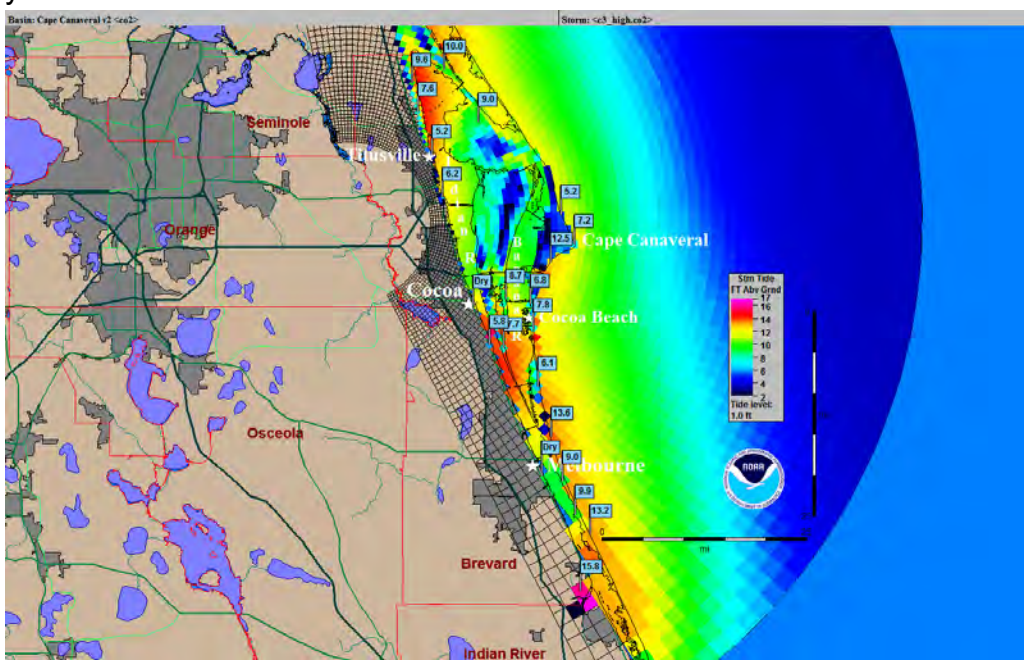
Storm Name	Year	Longitude	Latitude	Storm Tide(ft.)	Storm Surge (ft.)	Datum	Location	Basin	State
Matthew	2016	-80.59	28.41	1.77	3.93	MHHW	Trident Pier (NOS) TRDF1	U.S. Atlantic Coast	FL
Irma	2017	-80.59	28.42	4.14	4.17	MHHW	Trident Pier (TRDF1-8721604) NOS Tide Gauge	U.S. Atlantic Coast	FL
Dorian	2019	-80.59	28.42	2.24	1.59	MHHW	Trident Pier (NOS) TRDF1	U.S. Atlantic Coast	FL

Source: National Weather Service Melbourne

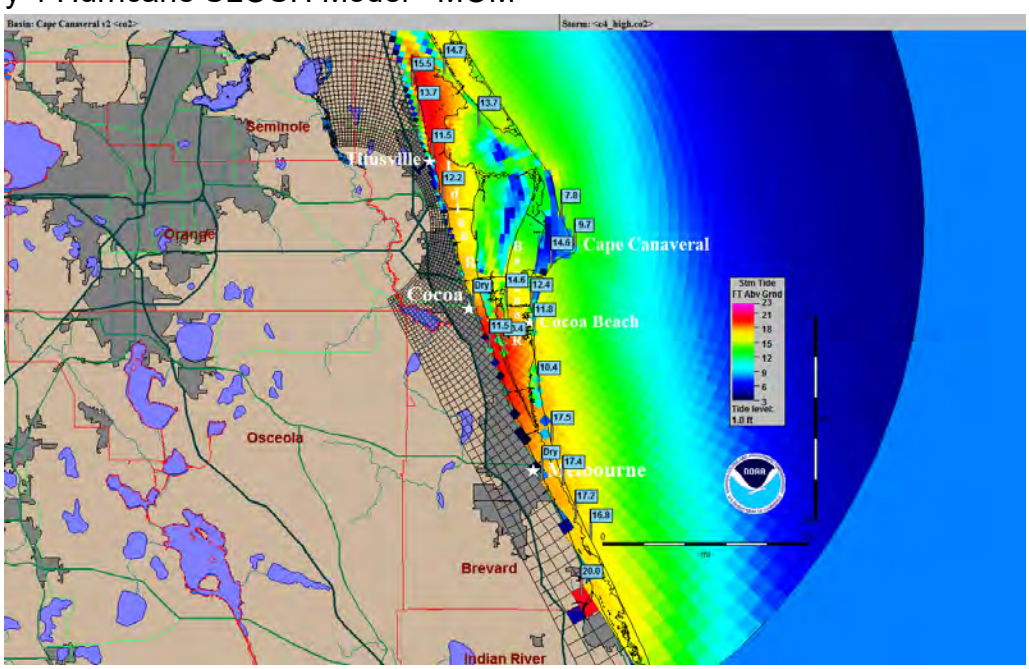
In each of the SLOSH model displays on the following pages, average high tide of one foot was utilized, and the flags represent the height of water above ground surface in

feet. As evidenced in these images, storm surge could critically impact the residents of Brevard County not only on the barrier islands (including Merritt Island) but also through inland flooding.

Category 3 Hurricane - SLOSH Model - MOM



Category 4 Hurricane SLOSH Model - MOM

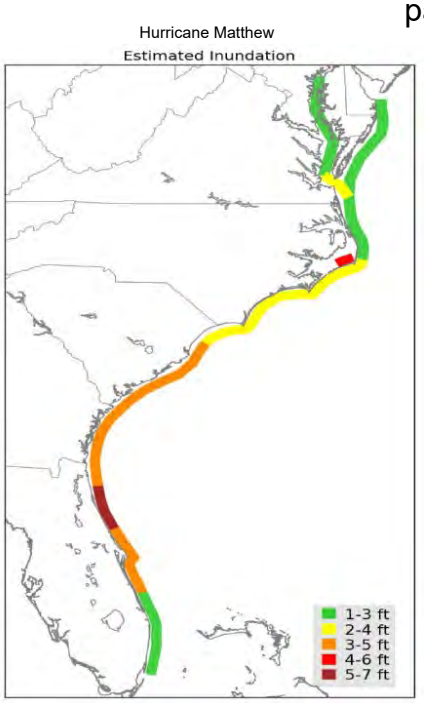


Historical Surge

Upon making landfall, Hurricane David (September 3, 1979) brought a storm surge of only 2 to 4 feet, due to its lack of strengthening and the obtuse angle at which it hit. In addition, David caused strong surf and moderate rainfall, amounting to a maximum recorded in Vero Beach of 8.92 inches. The National Weather Service Melbourne Office estimated that Hurricane Erin (1995) generated a 2 to 4 feet of storm tide during the Florida east coast landfall. According to the Melbourne office, up to 12 inches of rain fell southwest through northwest of their site. 2004 Hurricane Frances produced storm surge around 8 feet near Sebastian Inlet and 6 feet in Cocoa Beach followed by Hurricane Jeanne which produced a storm surge of 3.8 feet above normal astronomical tide levels was measured at Trident Pier at Port Canaveral about an hour after landfall. Storm surge of up to 6 feet above normal tides likely occurred along the Florida east coast from the vicinity of Melbourne southward to Fort Pierce. While Tropical Storm Fay was an extreme rainfall event breaking a 50-year record in 2008 with 27.65 inches of rain as recorded in Melbourne, it produced minimal storm surge of 1-2 feet above National Geodetic Vertical Datum (NGVD).

In 2012, storms Beryl, Sandy and Debby brought additional surge on top of the astronomical high tides as recorded at the Trident Pier in Port Canaveral.

October 26, 2012, Hurricane Sandy had the worst affected on the coast of Brevard bringing an additional 2.49 feet to the high tide. Sandy moved slowly northwest, parallel to the Florida coast, 200-250 miles offshore. Large and pounding surf coupled with additional surge height affected the beaches for six or more high tide cycles, during a period of high astronomical tides. By the end of the event, many of the beaches had sustained moderate to major beach erosion. Numerous beach cross-overs and lifeguard towers were damaged, and sand was washed onto coastal roadways and beach



Estimated maximum storm surge inundation levels (ft above ground level) along the southeastern and mid-Atlantic coasts of the United States due to Hurricane Matthew. Estimates are based on USGS and NWS high water mark observations, NOS tide station observations above MHHW, and USGS storm tide pressure sensors. Image courtesy of the NHC Storm Surge Unit.

parking areas in several locations. Coastal erosion and other damage estimates for Brevard were in excess of 25 million dollars.

Category 3 Hurricane Matthew remained about 30 nautical miles offshore of Florida's east coast in October of 2016. The western edge of Matthew's eyewall clipped NASA's Cape Canaveral launch facility, producing sustained Category 2 winds at the extreme northeastern portion of the launch complex on October 7, 2016. Surge along the county's shoreline were nearly 4 feet.

Hurricane Irma effected the county with surge of up to 4.17 feet on September 10, 2017. Hurricane Dorian skirted by about 90 miles off shore but still left beach erosion from surge of 1.5 feet.

No major coastal erosion events with surge have occurred since Hurricane Dorian in 2019.

Since storm surge has happened in the past it can be expected to happen again with a once a year or more occurrence. Storm surge elevations for this area are depicted on the SLOSH model storm surge graphics in this section and range from 5.2 to 20 feet above ground level, therefore it could be expected based on these models and historical information that storm surge of these levels could be expected with Category 3 or 4 hurricanes.

The following table was taken from the Brevard County Storm Tide Atlas published in 2010. These heights represent the maximum surge height recorded in the county from the storm tide analysis.

Storm Strength	Brevard
Category 1	Up to 6'
Category 2	Up to 10'
Category 3	Up to 16'
Category 4	Up to 21'
Category 5	Up to 26'



Photo above of a boat tossed ashore by Hurricane Irma storm surge and the removal, September 2017.



Post Storm assessment Hurricane Matthew, Brevard received $4.6 million from the Florida Department of Environmental Protection (FDEP) matching funds renourishment because FEMA declared on emergency in Brevard. An Additional 30 Million was received from the Flood Control and coastal Emergency fund to help renourished the dune in the north and south reach of Brevard beaches.



10/6/2016 Hurricane Matthew photos of damage caused by coastal erosion, surge, and flooding that collapsed several homes and accessory structures in the Melbourne Beach area.

Current coastal setback regulations mitigated some of the damage which occurred. Current dune setbacks for new construction paired with stronger construction saved stuctures.





Hurricane Matthew – Surge sends debris along the shoreline of the Indian River Lagoon. Irma and Matthew high waters sank several boats causing a large derelict vessel problem following both storms.



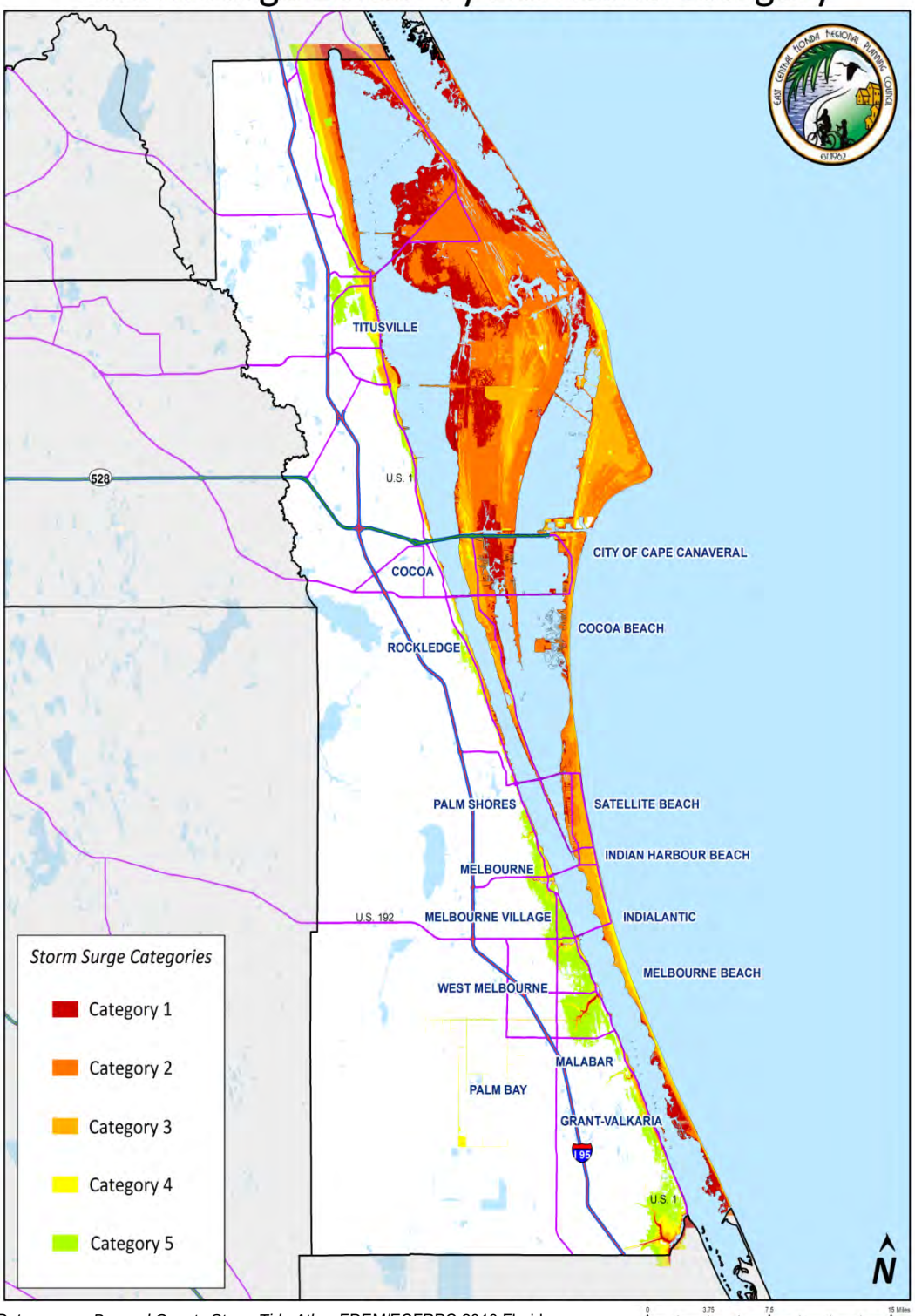
The following tables summarize the financial exposure, building detail and land use summary of all parcels within each of the storm surge zones in Brevard County. The map on the following page depicts the hazard zones summarized in these tables.

Storm Surge Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Category 1	20,199	6.09%	16,852	5.08%	$4,236,256,736.00	$4,473,342,314.00	$7,665,870,850.00	$5,193,340,617.00	11,844	5,418	3,252	406
Category 2 (Cumulative)	27,410	8.26%	23,304	7.02%	$4,900,518,746.00	$5,764,595,244.00	$9,267,643,530.00	$6,433,155,189.00	16,736	6,916	4,111	23,334
Category 3 (Cumulative)	47,392	14.28%	41,781	12.59%	$6,298,351,866.00	$9,328,203,844.00	$13,420,817,680.00	$9,650,154,437.00	31,448	10,648	6,121	41,630
Category 4 (Cumulative)	74,303	22.39%	66,211	19.95%	$8,396,809,616.00	$13,900,001,794.00	$18,983,581,890.00	$14,218,080,422.00	50,543	15,809	8,758	65,372
Category 5 (Cumulative)	92,022	27.73%	81,263	24.49%	$9,538,741,533.00	$16,459,249,847.00	$22,261,092,470.00	$16,603,970,951.00	62,623	18,560	10,268	79,959

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Category 1	18,412	5.55%	393	0.12%	34	0.01%	65	0.02%	47	0.01%	763	0.23%	102	0.03%	1	0.00%	22	0.01%
Category 2 (Cumulative)	24,808	7.47%	652	0.20%	49	0.01%	95	0.03%	74	0.02%	869	0.26%	138	0.04%	1	0.00%	24	0.01%
Category 3 (Cumulative)	43,311	13.05%	1,261	0.38%	69	0.02%	203	0.06%	114	0.03%	1,053	0.32%	230	0.07%	1	0.00%	26	0.01%
Category 4 (Cumulative)	67,316	20.28%	2,817	0.85%	167	0.05%	203	0.06%	210	0.06%	1,397	0.42%	332	0.10%	1	0.00%	27	0.01%
Category 5 (Cumulative)	82,195	24.77%	4,313	1.30%	259	0.08%	203	0.06%	340	0.10%	1,813	0.55%	364	0.11%	3	0.00%	32	0.01%

Storm Surge Zones by Hurricane Category



Data source: *Brevard County Storm Tide Atlas*, FDEM/ECFRPC 2010 Florida Statewide Regional Evacuation Study

Flooding | *Natural Hazards*

Floods are the inundation of a normally dry area caused by an increased water level in an established watercourse, such as a river, stream, drainage ditch, or ponding of water at or near the point where the rain fell. For Florida as a whole, flooding is a continuous concern, and generally is the cause for more deaths than high winds. In Brevard County and its municipalities, flooding can result from either storm surge associated with hurricanes, riverbank overflow, or ponding from heavy rains within a drainage area.

Due to its topography, the county has experienced inland flooding from at least 12 hurricane strength storms and numerous tropical systems since 1922. In addition, severe winter weather systems have caused significant coastal and inland flooding. Flooding can occur from the ocean or rising waters of the Indian River, Banana River, St. John's River, Mosquito Lagoon, Sykes Creek and Newfound Harbor. The majority of the land west of Interstate 95 makes up part of the St. John's River Valley flood plain.

The county is susceptible to short duration flooding, typical of a frontal system with short periods of rain. However, rainfall can be very intense and usually is associated with thunderstorms. Freshwater flooding occurs when an excessive amount of rainfall accompanies a tropical storm or hurricane. With the topography and high-water table of Brevard County, drainage problems can make a small amount of rainfall very significant. Man-made alterations to the land have disrupted natural flow patterns and can lead to shallow flooding over a large area. Lastly, coastal tidal flooding is generated from high tides and wind action and is a chronic problem within the coastal shoreline. In Brevard County, extreme flooding events can occur throughout the County at any time of the year.

A worst-case flooding situation, in excess of the 100-year flood, would probably result from prolonged, heavy rainfall that would cause river and stream flooding, as well as localized flooding where storm drainage capacities were inadequate for the storm event. Any structure of any type located within a floodplain and/or in areas subject to poor drainage would be vulnerable to damage or disruption from flooding, unless its vulnerabilities have been mitigated in an appropriate manner, e.g., elevation above the flood level and protection of utilities. On August 25,



Localized Flooding, Tropical Storm Fay, 2008

1999, numerous thunderstorms passing over Melbourne and Brevard County produced nearly 3 to 8 inches of rain flooding numerous roadways, and 49 homes received minor flooding. On October 24, 2005, Hurricane Wilma produced 10 to 13 inches of rain which fell across the central and north part of the county, and about 200 homes were flooded in Cocoa. The most recent widespread flooding event was the result of record-setting rain during Tropical Storm Fay in 2008. Fay's rain produced 0.01 inches to 3.8 feet of flooding above ground level. Therefore, Brevard County could expect to experience at least 3.8 feet of flooding in the future.

A more recent flood event was due to the close call with Hurricane Sandy, October 26, 2012, which produced storm surge that resulted in coastal flooding and erosion. Large and pounding surf affected the beaches for six or more high tide cycles, during a period of high astronomical tides. By the end of the event, many of the beaches had sustained moderate to major beach erosion. The erosion damaged several home foundations, patios, crossovers, pools, and endangered many other beach-front residences throughout Brevard's Barrier Islands. Total estimated damage was over $25 million. Example photos in specific areas can be seen under the coastal erosion and surge sections of Natural Hazards.

In 2016, Tropical Storm Colin moved from the northeast Gulf of Mexico to the far eastern Florida panhandle. On June 6 through June 7, outer rainbands impacted portions of east-central Florida with gusty winds and periods of heavy rain. The tropical airmass in the wake of Tropical Storm Colin remained across east-central Florida. An approaching weather disturbance aloft combined with a sea breeze boundary near the Brevard County coast caused training of showers and storms. Persistent rains result in roadway flooding within southern Brevard County. Between 4 and 6 inches of rain fell across south Brevard County during a 6-hour period from mid-morning through late afternoon, leading to roadway flooding, roadway closures and stranded vehicles. High levels of standing water continued into the early evening then rapidly subsided. The areas with most significant impacts included Palm Bay and Malabar.

Category 3 Hurricane Irma made landfall near Naples during the late afternoon of September 10, 2017. Irma then moved northward across west-central Florida during the evening and overnight while weakening to a Category 2 hurricane approximately 95 miles west of Melbourne. Heavy rain fell within the St. Johns River basin and caused the entire river (from Cocoa in Brevard County to Astor in Lake County) to reach flood stage.

On October 2, 2017, A surface boundary draped across the central Florida peninsula resulted in slow moving showers and thunderstorms that produced heavy rainfall across central and southern Brevard County. 6-10 inches of widespread rainfall was observed

across the impacted areas, with isolated higher amounts of 10-11 inches of rain observed in Palm Bay, Malabar, Indialantic, and Floridana Beach. Areas of flooding and flash flooding resulted in impassible roads, stalled vehicles and water entered a few homes. No flooding events of note have occurred since 2017.

Vulnerable populations are those in flood zones including isolated low-lying areas, flow ways for streams and creeks, seepage hill bases, wetlands, and coastal areas. Some areas in the zones mentioned include North Merritt Island between Hall Road to the south, north and east boundaries of the Kennedy Space Center, and west boundary of State Road 3. Other areas include Space Coast Gardens, Melrose Manor, and Shakespeare Park in the Cocoa area; Lamplighter Village in south central Brevard; Eau Gallie Road west of I-95, Harlock Road adjacent to and to the east of I-95, the upper basin of Turkey Creek, Sebastian Creek, Fellsmere Grade Road, Little Hollywood and Deer Run in south Brevard. All of the Barrier Island, Merritt Island and Lagoon shoreline jurisdictions are susceptible to coastal flooding.

With flooding assessed as the hazard with the third highest relative risk, Brevard County has a particular interest in participation in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS), in order to assist homeowners and businesses with decisions about property vulnerability and flood insurance. The NFIP allows property owners in the 100-year flood zone to acquire federal flood insurance policies on their land, which is subject to flood hazards. Those cities and counties participating in the CRS qualify residents for reduced rates on flood insurance, which vary depending on level of activities the jurisdiction performs to reduce its flood potential. Brevard has adopted and enforces floodplain management requirements in accordance with current NFIP standards including regulating new construction in Special Flood Hazard Areas and will continue to comply by:

- Enforcing the Floodplain Management Ordinance which regulates new development and substantial improvements in the special flood hazard areas.
  - Inform the community by news releases and open public meetings
  - Provide community outreach
  - Provide information via county public TV
- Maintain elevation certificates on file for all new construction in the SFHAS or for substantial improvements to properties in the SFHAS.
- Use best available (flood map) data for issuing construction permits.
  - Provide Public Education Seminars

  - Provide updated mapping to each municipality
- Maintain public records and make them available for review.
  - Engage in community outreach
  - Utilize and retain news releases and county public TV broadcasts
- Maintain records pertaining to LOMAS and LOMRS.
- Provide information related to flood hazards, flood maps, and NFIP information to the public upon request.
- Continue community outreach efforts for compliance with the community rating system program (CRS).
- Integrate new NFIP information and mapping into already existing strong community presentations.
- Continue to promote flood insurance to property owners.
  - Increase and continue outreach presentations to community and home owners' associations
- Continue to update the public via
  - Community outreach
  - Internet
  - Social Media
  - News releases
  - County public TV
- Where feasible, continue to identify/acquire land in the SFHA open space/preservation.
- Promote hazard flood mitigation to the public.
  - Provide LMS upon written request
  - Integrate into outreach presentation
- Continue drainage maintenance and drainage system improvement projects.
  - Encourage more drainage projects through-out the county in all LMS meetings
- Continue floodplain management activities and explore opportunities for possible CRS class enhancement.
- Adopt and enforce the floodplain management plans.
- Provide continued education and best practices to all municipalities.
- Provide robust community assistance program.
  - Community outreach presentations
- Provide outreach upon request to municipalities not participating in the CRS.
  - Provide continued outreach, best practices to municipalities that are not part of the CRS
  - Document each municipality not a participant in the CRS and continue providing them with best practices

  - Ensure that municipalities not participating in the CRS are members of the LMS working group, allowing them still to receive mitigation information
- Maintain flood hazard publications at the main branch of the library.

The county reported 160 Repetitive Loss Properties due to flooding as of the end of 2018. Payouts total $12,628,030 for building and contents. Numbers of repetitive loss properties by type and jurisdiction can be found in the last column of the *Flood Insurance Statistics* table on page LMS - 171. Maps showing areas of repetitive loss and flood zones are at the end of this section.



Photo of flooding around homes and businesses in Rockledge following hurricane Irma, NWS

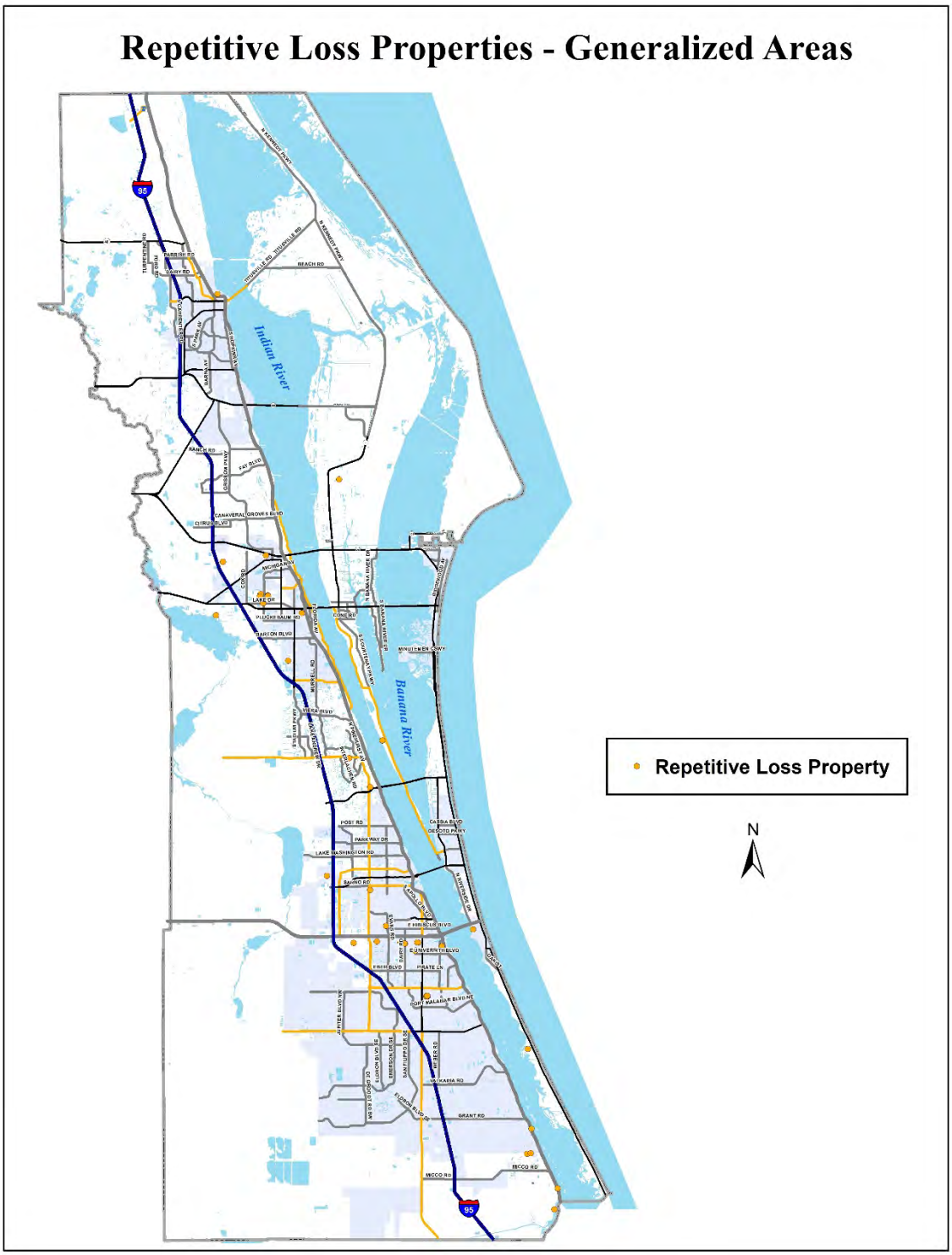
The following tables summarize the financial exposure, building detail and land use summary of all parcels within each of the flood zones in Brevard County. The map on the following page depicts the hazard zones summarized in these tables. For descriptions of all of the flood zones shown below, reference the following link: https://www.fema.gov/flood-zones

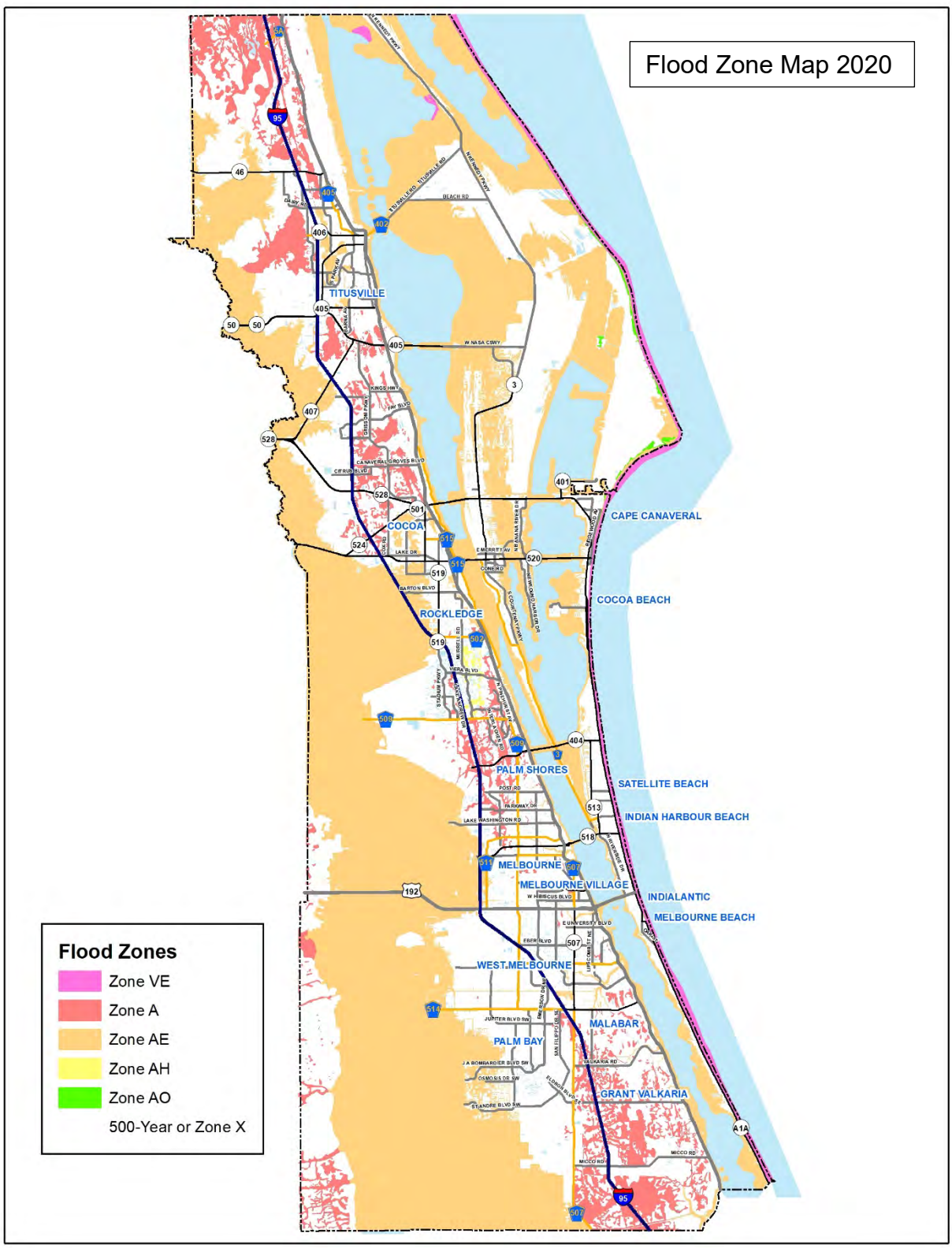
The probability that Brevard County will continue to experience flooding as described is highly likely, a once a year or more occurrence.

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	20,126	6.06%	11,758	3.54%	$1,063,106,290.00	$2,596,943,610.00	$3,149,310,980.00	$2,340,135,529.00	5,897	5,413	2,888	841
Flood Zone AE	22,098	6.66%	13,925	4.20%	$2,553,825,220.00	$3,256,231,930.00	$4,957,854,950.00	$3,427,935,182.00	10,098	3,696	2,293	405
Flood Zone AO	1,391	0.42%	1,289	0.39%	$183,047,850.00	$416,773,580.00	$532,261,470.00	$383,690,522.00	1,007	276	124	9
Flood Zone AH	1,516	0.46%	1,300	0.39%	$55,348,010.00	$278,272,150.00	$279,556,640.00	$215,493,779.00	127	1,138	664	27
Flood Zone VE	7,361	2.22%	6,130	1.85%	$833,402,600.00	$2,104,295,470.00	$2,652,310,660.00	$2,155,441,203.00	4,921	2,020	929	187
Flood Zone X	250,991	75.63%	202,237	60.94%	$11,956,911,023.00	$31,123,137,677.00	$35,565,945,570.00	$26,349,607,054.00	131,475	66,132	41,180	10,732

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	16,949	5.11%	386	0.12%	11	0.00%	256	0.08%	39	0.01%	1,974	0.59%	257	0.08%	0	0.00%	7	0.00%
Flood Zone AE	19,203	5.79%	391	0.12%	30	0.01%	104	0.03%	51	0.02%	1,358	0.41%	324	0.10%	1	0.00%	36	0.01%
Flood Zone AO	1,306	0.39%	23	0.01%	1	0.00%	0	0.00%	0	0.00%	29	0.01%	1	0.00%	0	0.00%	0	0.00%
Flood Zone AH	1,442	0.43%	44	0.01%	0	0.00%	0	0.00%	3	0.00%	11	0.00%	0	0.00%	0	0.00%	2	0.00%
Flood Zone VE	7,071	2.13%	48	0.01%	6	0.00%	0	0.00%	0	0.00%	200	0.06%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	230,459	69.44%	8,555	2.58%	374	0.11%	2,210	0.67%	725	0.22%	4,603	1.39%	593	0.18%	10	0.00%	147	0.04%


Repetitive Loss Properties - Generalized Areas
Indian River
Banana River
Repetitive Loss Property
N


Flood Zone Map 2020
Flood Zones
Zone VE
Zone A
Zone AE
Zone AH
Zone AO
500-Year or Zone X
TITUSVILLE
COCOA
ROCKLEDGE
CAPE CANAVERAL
COCOA BEACH
PALM SHORES
SATELLITE BEACH
INDIAN HARBOUR BEACH
MELBOURNE
MELBOURNE VILLAGE
INDIALANTIC
MELBOURNE BEACH
WEST MELBOURNE
MALABAR
PALM BAY
GRANT VALKARIA

Tornado | *Natural Hazards*
A tornado is a violently rotating column of air, descending from a cumuliform cloud or underneath a cumuliform cloud, and often (but not always) is visible as a funnel cloud.

The strength of tornadoes is measured using the Enhanced Fujita Scale which is defined as follows:

EF-Scale:	Typical Damage:
EF-5 (>200 mph)	**Incredible**. Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly through the air in excess of 100 m (109 yd.); trees debarked; incredible phenomena will occur.
EF-4 (166-200 mph)	**Devastating**. Well-constructed houses leveled; structures with weak foundations blown away some distance; cars thrown, and large missiles generated.
EF-3 (136-165 mph)	**Severe**. Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted; heavy cars lifted off the ground and thrown.
EF-2 (111-135 mph)	**Strong**. Roofs torn off frame houses; mobile homes demolished; boxcars overturned; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF-1 (86-110 mph)	**Weak.** Moderate damage. Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos blown off roads.
EF-0 (65-85 mph)	**Gale**. Some damage to chimneys; branches broken off trees; shallow-rooted trees pushed over; sign boards damaged.
Source: National Weather Service, Fujita Tornado Damage Scale	

Brevard County historical area-adjusted tornado activity is above Florida state average. It is 3.3 times above overall U.S. average. Tornadoes in this Brevard County have caused 12 fatalities and 638 injuries as recorded between 1950 and 2004.

The 1966 Tampa tornado family was a deadly tornado family that affected the I-4 corridor in Central Florida from the Tampa Bay area to Brevard County on April 4, 1966. Two tornadoes affected the region, each of which featured a path length in excess of 100 miles. One of the tornadoes produced estimated F-4 damage on the Fujita scale; it remains one of only two F-4 tornadoes to strike Florida, the other of which occurred in 1958. Both F-4 tornadoes occurred during El Niño years. Eleven people were killed across the state. The F-4 tornado remains the fourth-deadliest tornado event recorded in Florida; only tornadoes on March 1962, February 2007, and February 1998 caused more deaths in the state. All of the events were induced by non-tropical cyclones.

The first of the deadly Tampa tornado family touched down around 8:00 a.m. near Largo, Florida, in Pinellas County. The F-4 tornado eventually moved across the state, then over the Cocoa area and lifted near Merritt Island.

The second of the Tampa tornado family was recorded as an F-3 and touched down fifteen minutes later than its predecessor near the Sunshine Skyway Bridge over Tampa Bay. It moved inland over central Florida and closely paralleled the path of the more powerful first tornado. Total damages reached $50–100,000, and no deaths occurred. The funnel remained aloft for most of its life span, and maximum damage was typical of an F-3 tornado. In the Cocoa Beach area, 150 trailers were destroyed, resulting in more than 100 injuries. More than twenty frame structures and a shopping center were also demolished. Additionally, the tornado struck the training site for the Houston Astros in nearby Cocoa, ripping four light standards from the ground, flattening the center field fence, and destroying all the backstops and batting cages. One of the cages was thrown more than 800 feet into nearby woods. 140 people were injured by the tornado; the majority of the injuries occurred in Brevard County, where 133 people were transported to a hospital in Cocoa Beach.

More recently, two people were injured, and 52 homes were damaged when a Tropical Storm Fay-related EF-1 tornado touched down in 2008. Brevard experienced two EF-0 tornados in 2010 on January 22nd and March 28th, which resulted in minor commercial and/or residential damage, vegetative debris, and severed power lines.

On June 24, 2012, the third and final tornado associated with a Tropical Storm Debby mini-supercell that traveled from northern Okeechobee County to northern Brevard County occurred just south of State Road 50 and west of Interstate 95, to the west of

Titusville. This location was also just north of the Great Outdoors RV Park. Two motorists traveling on Highway 50 observed the tornado briefly touchdown (illuminated by lightning strikes), just to the south of their locations. One of the motorists provided a detailed eyewitness account of the tornado touchdown. While there was little to damage in the immediate area of the tornado, a path of downed tree limbs was noted immediately after the touchdown, from near the entrance of the RV Park to SR 50.

On April 14, 2013, An EF0 tornado with winds estimated between 70 and 80 mph touched down near the Intersection of U.S. 1 and Dixon Boulevard in Cocoa and travelled northeast to the Indian River where it became a waterspout. The tornado produced minor damage to the roofs and outbuilding of several businesses along U.S. 1, with power lines also downed. Numerous trees were downed along Dixon Boulevard and Indian River Drive. Another EF0 tornado with winds estimated at 75 to 85 mph, affected primarily the Charolais Estates and Colfax Landing subdivisions in Viera/Rockledge. The damage was embedded within a larger swath of strong straight-line winds which affected areas extending farther to the west and east. Several homes experienced damage to roof tiles and soffits. Concrete roof tiles were carried downstream and penetrated several windows. Other metal debris was carried downstream and a fence was blown down. Numerous pool screen enclosures totally collapsed.

On July 6, 2014, a severe thunderstorm produced a southwest-to-northeast aligned damage path. Several eyewitness reports and videos evidence confirmed a brief EF-0 tornado touched down within the overall damage swath. Significant roof damage occurred to three homes on Oklahoma Street, Old Dixie Highway and Brandywine Circle in north Titusville. Inflow winds produced damage, mainly to trees and fences either side of the most significant damage path. Maximum winds were estimated at 65 to 75 mph.

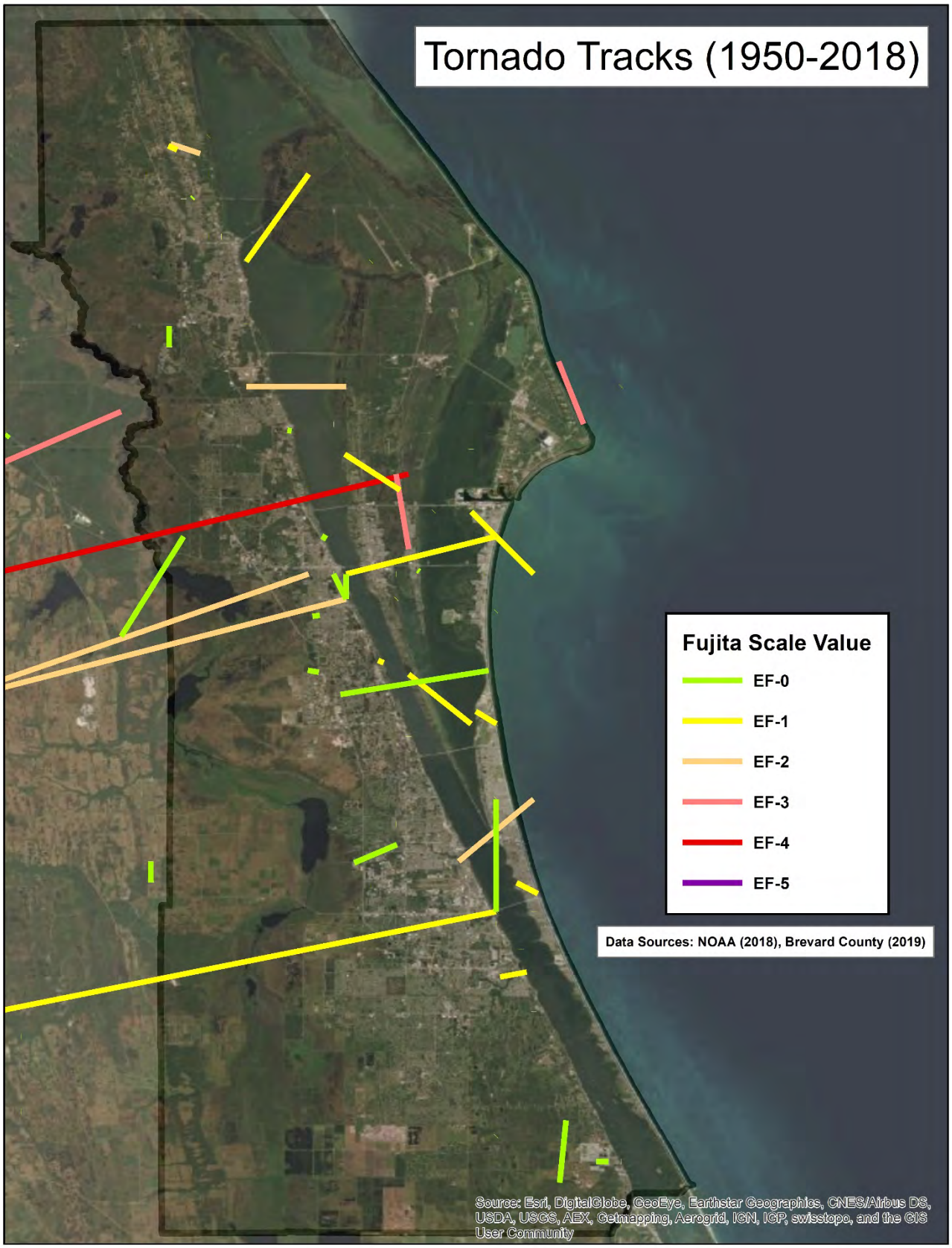
During Hurricane Irma eight of ten tornadoes were confirmed in Brevard County (one EF-0, six EF-1, and one EF-2).

Due to the unpredictable patterns of tornadoes, and because Florida has a relatively high reoccurrence frequency, the entire county and all of its municipalities are at risk for tornado-related wind or debris damage.

Tornadoes also often form on the leading edge of hurricanes and have the potential to cause more destruction than the hurricane itself. They can be a threat in events ranging from tropical storms to the most powerful hurricanes. Since the worst tornado experienced to date within the boundaries of Brevard County was an F-4 tornado, it can

be assumed that all of Brevard County is susceptible to an F-4 tornado, and could expect to experience a tornado of this strength in the future. The probability of future tornados is considered highly likely, with a once a year or more occurrence.

A worst-case scenario for high winds due to tornadoes would be for a front with multiple tornadoes to move across areas of the county with concentrations of mobile and manufactured homes. Mobile homes and older manufactured homes would be most at risk. In total, there are more than 22,000 mobile and manufactured homes within the county.


Tornado Tracks (1950-2018)
Fujita Scale Value
EF-0
EF-1
EF-2
EF-3
EF-4
EF-5
Data Sources: NOAA (2018), Brevard County (2019)
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Thunderstorms and Lightning | *Natural Hazards*

Thunderstorms are formed by the convection behavior of unstable air mass layers, which result in the meteorological effects of wind, heavy rainfall, lightning and thunder, and sometimes hail. Lightning is a visible electrical discharge produced by a thunderstorm. The discharge may occur within or between clouds, between the cloud and air, between a cloud and the ground or between the ground and a cloud. In the United States, there are an estimated 25 million cloud-to-ground lightning flashes each year. Central Florida also has one of the highest density lightning flashes in the world. It is only surpassed by tropical Africa. On average, Brevard County is hit with more than 22,166 lightning strikes a year, the most dangerous months being June, July and August when thunderstorm activity is greatest. Lightning can be fascinating to watch, but it is also extremely dangerous. Florida has more lightning-related deaths and injuries than any other state. The majority of the strikes which cause deaths have occurred in open areas or recreational settings such as golf courses, followed by water related areas like lakes and beach, under trees, and driving equipment like tractors. Not only is the danger to individuals, but the frequency with which it occurs can cause wild fires. Brevard County experiences about 70-80 thunderstorm days a year. The Brevard County Emergency Operations Center monitors and disseminates National Weather Service advisories on severe weather to partner agencies throughout the county. The entire county and all of its municipalities are considered to be at risk from thunderstorms and lightning. These events can cause damage to structures, disruption of utilities (mainly electrical), and surface/air transportation problems.

While all populations can be impacted by severe weather, lack of shelter puts those at outdoor recreational events, mobile and manufactured homes, and the homeless at highest risk.

The Brevard County Parks and Recreation Department manages 108 parks, 3 campgrounds, 3 golf courses, 6 nature centers, 42 beach access sites, 13 school athletic sites, and more than 17,000 acres of Environmentally Endangered Lands sanctuaries and conservation areas. Those parks serve the nearly 550,000 residents of Brevard County including the following municipalities and communities: Aurantia, Barefoot Bay, Canaveral Groves, Cape Canaveral, Cocoa, Cocoa Beach, Eau Gallie, Floridana Beach, Georgianna, Grant-Valkaria, Indialantic, Indian Harbour Beach, June Park, Malabar, Melbourne, Melbourne Beach, Melbourne Shores, Melbourne Village, Merritt Island, Micco, Mims, Patrick Air Force Base, Palm Bay, Palm Shores, Pineda, Port St. John, Rockledge, Satellite Beach, Scottsmoor, Sharpes, South Patrick, Suntree, Titusville, Viera, as well as local visitors from Orlando, Daytona, Vero Beach

and tourists from outside the state. Other popular open areas frequented by tourist include the Brevard Zoo, the Archie Carr National Wildlife Refuge, Canaveral National Seashore, Merritt Island National Wildlife Refuge, Port Canaveral, the Space Coast Stadium, Patrick Air Force Base (PAFB), and Kennedy Space Center (KSC), with many parks used for viewing space vehicle launches.

Those in mobile or manufactured homes are also at risk as they are in other natural hazards. As previously stated, there are approximately 21,328 mobile and manufactured homes in Brevard which equates to an average of 55,026 individuals.

The other vulnerable population is the homeless. The total homeless counted during the Point in Time Count (PITC) on January 26, 2019 was 815 (down 24% from 2015), which included a 2% increase in unsheltered homelessness (388 in 2015 vs. 397 in 2019). Child homelessness has decreased by 40% (244 in 2015 vs. 146 in 2019) with unsheltered child homelessness also decreasing by 15% (13 to 11).

From 2015 to 2019, chronic homelessness has increased 39% from 148 to 206, while unsheltered chronic homelessness has increased by 26% (146 to 184). Veteran homelessness decreased nearly 6% from 193 to 182, with the unsheltered number of veterans decreasing by 4%, from 54 to 52.

The Point in Time Count does not provide an accurate number of all persons experiencing homelessness for many reasons; however, it provides the statistical basis for accurate percentages to show increase of decrease in these populations, year over year. Therefore, the percentage of increase or decrease is where one should focus for policy-making decisions, rather than the number of persons counted.

A review on significant thunderstorm events as recorded by the National Climactic Data Center for the planning period from 2015 to 2020 notes 42 events of note in Brevard. Winds from those events ranged from 45 to 75 mph. Affected areas were wide spread verifying once again that the entire county would be affected from this hazard.

Ten jurisdictions rank lightning in their top three hazards and the county can expect to continue to be susceptible to its effects. The Melbourne Weather Forecast Office reported that in Brevard County between 1959 and 2007, 80 people were injured by lightning and 25 were killed. Some examples of significant historical lightning events which resulted in casualties follow: In 1996, a 32-year-old man was killed while watching July 4th fireworks along the river front in Titusville. On July 30, 2000, a 62-year-old man

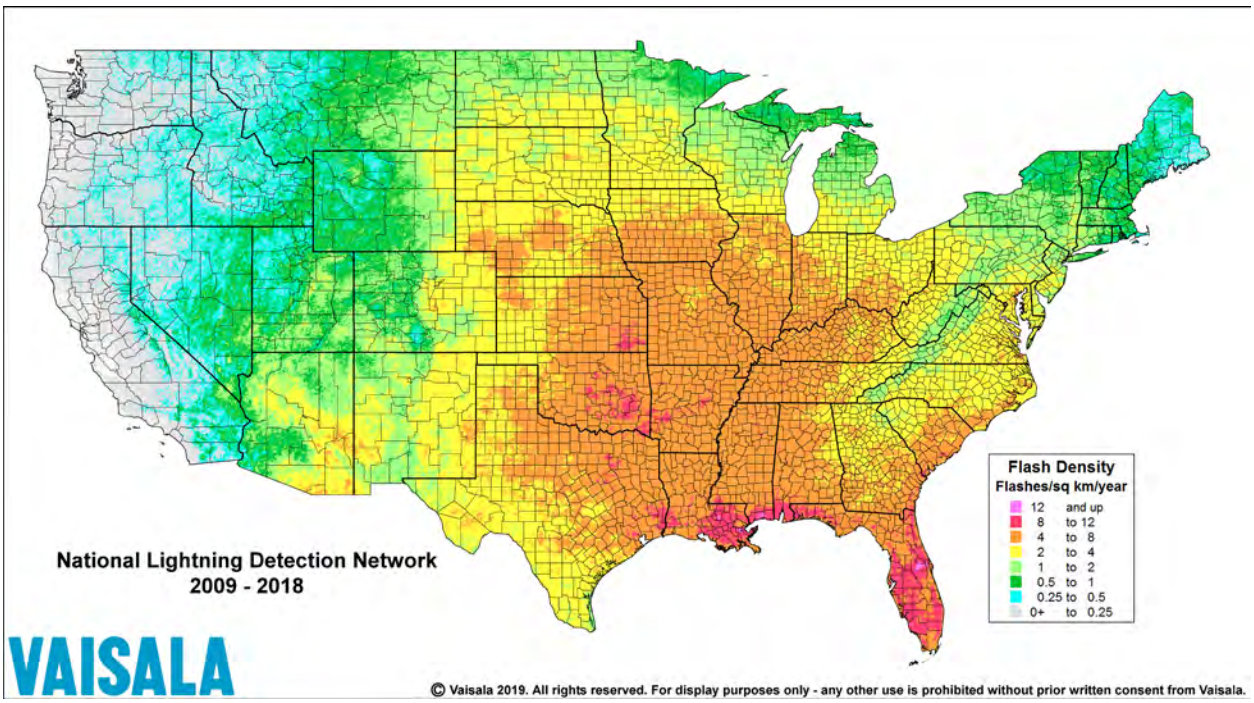
was struck by lightning on a golf course in Palm Bay. He died of his lightning injuries on August 1, 2000. A woman taking shelter from thunderstorm rain under a tree on a spoil island in the Indian River Lagoon was killed by lightning on July 18, 2004. Her 10-year-old son and a 21-year-old woman were seriously injured by the strike. A lightning strike directly hit and killed a man on Melbourne Beach on July 8, 2009. The lightning strike also injured the man's wife and son, who were transported to a local hospital and admitted in 'good condition' with only minor burns.

Recent events that caused injury or property damage include on July 28, 2017, a thunderstorm developed near the southern Brevard County coast. As the storm moved offshore it produced a lightning strike which struck two beachgoers, killing one of them. Broadcast media reported that a group of three men were visiting the SPRA park in Satellite Beach when lighting struck two of the men. An off-duty life guard and another bystander gave CPR to one of the victims who was unconscious until Fire Rescue arrived, then both men were transported to a local hospital. One victim, a 35-year-old man from Philadelphia, Pennsylvania later died due to his injuries. The second man was only stunned by the lighting strike and had non-life-threatening injuries. June 22,2018 scattered to numerous showers and storms developed in the afternoon and early evening. One storm moved across the intracoastal waters of northern Brevard County where it produced severe winds. Also, one person was struck by lightning in Viera. Per reports relayed by local broadcast media: according to the Brevard County Sheriff’s Office, one person was struck by lightning on Murrell Road in Viera. The victim was transported to a local hospital. April 19, 2019, lightning struck a boat on the Indian River near Cocoa causing it to sink. Brevard County Emergency Management verified that lightning struck a boat on the Indian River near Cocoa as a line of strong thunderstorms pushed through the area. The boat, which was the home of a man and his wife, sank after being struck by lightning. Lightning also hit the communications tower at the EOC during that event. Sparks were seen but the grounding system functioned well, and no communications were lost. Given these examples and the multitude of others, and the various geographical locations, it is evident that the entire county and all its municipalities are at risk from lightning.

There is a one-in-50 chance that a thunderstorm or lightning will cause economic damage or loss over 50 dollars anywhere in the entire county. The probability that Brevard County will continue to experience thunderstorm and lightning is considered highly likely, a once a year or more occurrence.

The worst-case scenario for lightning would be considered a large storm front resulting in numerous lightning strikes as the front moved across the county. Strikes in outdoor areas could result in direct injuries or fatalities to several but not large numbers of people. Any structure without a lightning protection system is vulnerable, with taller structures, e.g., communications towers (pg. 115) and exposed structures in open areas, and over or near water, like the Cocoa Beach Pier, being at extra risk. To mitigate this hazard the city of Cocoa Beach recently added an initiative to this plan to install a lightning prediction and warning system citywide to provide advanced notification of potential lightning strikes in the area to allow citizens and visitors adequate time to seek appropriate shelter. Structures experiencing direct strikes would suffer differing degrees of damage, from slight to total losses if fires ensued. Strikes to vegetated areas could also cause wildfires which could then damage structures and require evacuations. Direct strikes could also damage critical infrastructure, including electric power systems, as well as telecommunication and radio systems, resulting in failure of these systems. Damaged systems could be repaired or replaced within a few days or weeks, depending on the system and the extent of the damages. Widespread economic losses would not be anticipated. The actual vulnerability to lightning strikes is a factor of the characteristics of the community and the vulnerability of its designated critical facilities and neighborhoods.

The following maps depict lightning risk in Florida as compared to the rest of the continental United States. As can be seen, Florida is one of the riskiest areas in the country for these two types of events. Because of these events in the past, Brevard could expect to experience at least the same level of thunderstorms and lighting strikes in the future.


National Lightning Detection Network
2009 - 2018
Flash Density
Flashes/sq km/year
12 and up
8 to 12
4 to 8
2 to 4
1 to 2
0.5 to 1
0.25 to 0.5
0+ to 0.25
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Coastal Erosion | *Natural Hazards*

Erosion is the wearing away of land by the action of natural forces embodied in waves, water currents and wind. Even though erosion is a natural process, it can be either mitigated or enhanced by human activity. Brevard County, with its long coastline, is susceptible to beach erosion, in particular. The Florida Department of Environmental Protection has classified most of Brevard's Beaches, from Bonsteel Park north, as a critical erosion area. Critical erosion areas are segments of the shoreline where natural processes or human activity has caused or contributed to erosion and recession of the beach or dune system. Localized erosion can also occur away from the coastline along river and stream banks, canals and drainage ditches.





The hurricane season of 2004 caused significant beach erosion and required mitigation measures to prevent damage to beach side structures. The locations of these measures are indicative of the locations within the county most vulnerable to erosion. Brevard County received funding for two dune maintenance projects to be undertaken during 2006 and 2007. These projects took place in the Mid-Reach (Satellite Beach, Indian Harbour Beach, and the northern end of Indialantic) and South Beaches (South Melbourne Beach and southward). Together, the projects repaired erosion damage noted after Wilma and restored native vegetation lost during the 2004 hurricane season.

The 2005 Brevard County Shore Protection Project successfully restored to their full width the world-famous beaches from Cape Canaveral through Cocoa Beach (the North Reach) and from Indialantic through Melbourne Beach (the South Reach) using beach

quality sand dredged from an offshore site. Using beach quality sand, the 2005 Emergency Dune Stabilization Project repaired the hurricane-ravaged dunes of all developed coastal properties and most parks from Satellite Beach through Indian Harbour Beach (the Mid-Reach) and from South Melbourne Beach through properties just north of Sebastian Inlet (the South Beaches).

Prior to construction of the Brevard County Federal Shore Protection Project, the North Reach (9.8 miles including cities of Cape Canaveral and Cocoa Beach) was eroding at a rate of 2.6 feet per year and the South Reach (3.8 miles including the towns of Indialantic and Melbourne Beach) was eroding at a rate of approximately 1 foot per year. Construction and maintenance of a full-scale shore protection (beach nourishment) project in partnership with the Army Corps of Engineers has significantly mitigated the risk in these areas.

Outside the federal shore protection project, the Mid Reach (7.8 miles including Satellite Beach and Indian Harbour Beach) between 1972 and 2001 the dune/bluff face was eroding at a rate of 0.6 feet per year and the South Beaches (approximately 13 miles from Spessard Holland Park to Sebastian Inlet state park) between 1972 and 2005 the dune bluff eroded at a rate of approximately 1 foot per year, with a slightly slower rate at the south end. Based on the data, Brevard's beaches are expected to continue to erode at similar rates and values.

October 26, 2012, Hurricane Sandy affected the coast of Brevard. Sandy moved slowly northwest, parallel to the Florida coast, 200-250 miles offshore. Due to the very expansive wind fields associated with the hurricane, sustained tropical storm winds reached the east-central Florida beaches and adjacent portions of the barrier islands. Gusts to tropical storm force occurred throughout the coastal counties, with some interior counties also experiencing tropical storm gusts, especially during passing squalls. Large and pounding surf affected the beaches for six or more high tide cycles, during a period of high astronomical tides. By the end of the event, many of the beaches had sustained moderate to major beach erosion. Numerous beach cross-overs and lifeguard towers were damaged, and sand was washed onto coastal roadways and beach parking areas in several locations. Coastal erosion and other damage estimates for Brevard were in excess of 25 million dollars.

Hurricane Matthew passed only 25 miles offshore Brevard County during the morning hours of October 7, producing a long duration of sustained tropical storm winds through much of the county and a shorter period of frequent gusts to hurricane force closer to

the coast. Damage estimates indicated an economic loss to Brevard's beaches of $25 million due to coastal erosion.

Category 3 Hurricane Irma made landfall near Naples during the late afternoon of September 10, 2017. Irma then moved northward across west-central Florida during the evening and overnight while weakening to a Category 2 hurricane approximately 95 miles west of Melbourne. Water levels rose within the coastal lagoon system between 1 and 3 feet (although locally up to 4.5 feet within a few constricted areas of the lagoon, primarily within north Brevard and Volusia Counties) due to coastal surge and run-off from heavy rain and slow drainage through the inlets. Many docks and boat houses along the Indian, and Banana Rivers were damaged from the combination of high water and wave action.

Major hurricane Dorian affected Brevard County though it never officially made landfall in Florida. The center of Dorian made its approach to Brevard's coast on Wednesday, September 4, 2019. The closest point of approach was 79 miles (east-northeast of Cape Canaveral) at 4 AM EDT. Damage was minimal throughout the county including historic flood zones and municipalities, the most significant damage was beach erosion. No major coastal erosion events have occurred since 2019.

History has shown a worst-case event for beach erosion would be from impacts of storm surge from a hurricane or from northeasters. Substantial loss of sand would undermine the foundations of large and small beachfront buildings, including single family residences, condominiums, apartments, hotels and commercial structures. A 2019 property appraiser database search showed there are 9,675 Ocean Front parcels in Brevard. Many of the structures, primary and accessory, could collapse or experience severe structural damage during a worst-case event, with hundreds or thousands of buildings damaged. Evacuation of the affected areas would be expected to limit injuries and fatalities; however, direct and indirect property losses could easily reach hundreds of millions of dollars. The beach front destruction would also have prolonged economic impacts on the county's vital tourist industry. Infrastructure damage to roadways north of Patrick Air Force Base and all causeways and Mather's bridge could also be substantially affected. There was a report on erosion and sea level rise, by CBS on December 6, 2014, that indicated climate change continues to threaten NASA's launch pads at Cape Canaveral Air Force Station. Nearly 100 feet of beach that served as a buffer between the Atlantic and the launch pads has been lost since 2003. Utilities including sewer, water, electric and stormwater would also be damaged affecting recovery.

In Brevard County, erosion events can occur on all coastal areas of the County, any time of the year. Jurisdictions susceptible to coastal erosion include beachfront areas like: Cape Canaveral, Cocoa Beach, Satellite Beach, Melbourne Beach, Indian Harbour Beach, Indialantic, and unincorporated Brevard (South Patrick Shores, Patrick AFB, Merritt Island, Canaveral National Seashore and the South Beaches); and Lagoon-front jurisdictions like: Titusville, Cocoa, Rockledge, Palm Shores, Melbourne, Malabar, Grant-Valkaria, and unincorporated Brevard (i.e. Scottsmoor, Mims, Merritt Island, Port St. John, Micco). The probability of future erosion along the Brevard County coastline is highly likely with a once a year or more occurrence.



Coastal erosion in Melbourne Beach after a close call from hurricane Dorian, 2019.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Hurricane/Storm Effects (Includes hazard –specific effects : High Winds, Storm Surge, Coastal Erosion, Flood, Tornadoes, Thunderstorms/Lightning)	☒ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Hurricane and storms effects can produce high winds, storm surge, flooding, tornadoes, thunderstorms and lightning. Some of these hazards have the highest likelihood and largest potential damage impacts of all hazards covered in this summary. The probability for more hurricane and storm effects to strike the peninsula of Florida and consequently the Brevard County area must be considered very high, a once a year or more occurrence. The greatest threats are storm surge along the barrier islands, wind damage to homes, businesses and coastal lands, inland flooding and mass casualty. While it is possible for the county to be hit by a category 4 or 5 hurricane, it is very unlikely based on past trends that have seen Florida's northeastern region mainly receiving tropical depressions/storms and categories 1-3. Impacts from these storms can include tree and natural environment destruction, infrastructure and house damage or collapse, downed power lines, blocked roads, flooding, and massive amounts of storm-generated debris. All structures are susceptible to impacts of hurricanes, especially buildings in floodplains, low lying areas and unsound housing or mobile homes. Because this county has experienced hurricanes and/or storms with associated hazards annually it can be assumed to occur again with a similar frequency.	
Risks	
People	• High winds, flooding, tornadoes, thunderstorms and lightning are possible risks across the entire county, especially those with special medical needs; storm surge is a risk to those living on the barrier islands, and inland flooding is a risk to those in low-lying or flood-prone areas; and high winds is a risk to individuals in mobile or manufactured homes.
Property	• All structures are susceptible to the risks associated with hurricanes, especially buildings along the coast, in floodplains, low-lying areas and unsound housing or mobile homes.
Environment	• The greatest risks are storm surge along the barrier islands, wind damage to homes, businesses and coastal lands, and inland flooding.
Program Operations	• Reduction of services and capabilities are possible, as personnel and public infrastructure are located in vulnerable areas.
Impacts	
Public and Responders	• Public - This hazard would prompt evacuation of large parts of the developed areas on the east side of the county. For non-evacuated

	areas, structural damage would cause thousands of injuries and fatalities. • Responders – High risk of injury; if winds exceed 40 mph responders cannot safely respond to incidents.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster. • Local governments may have to shut down non-essential functions for the duration of the event. • Staffing difficulties are possible (personnel may be unable to report to work due to debris and roadway damage)
Property, Facilities, and Infrastructure	• Restoration of power and telecommunications may take weeks to complete hindering recovery of other critical facilities and infrastructure.
Delivery of Services	• Wide spread disruption and destruction of critical infrastructure would hinder commerce and delivery of services. The restoration of power and telecommunications may take weeks to complete.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Businesses would be impacted not only because of potential destruction of buildings, but also potential destruction of product which could cause customer bases to go elsewhere.
Environment	• Widespread habitat destruction would be expected, causing a decrease in wildlife populations and quality of life.

Sea Level Rise | *Natural Hazards*

Sea level rise, caused by climate change, is a phenomenon resulting from a consistent change in the earth's temperature that leads to changes in climatic patterns which ultimately alters weather patterns - including atmospheric and hydrologic impacts – and leads to sea level rise. There is still debate on the degree of the impact; the evidence is clear that a trend is occurring, and sea levels have been rising for the better part of the 20th century and into the 21st century.

The greatest impacts from climate change on sea level rise include storm surge and coastal flooding. Sea level rise and climate change also affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods). During the last century, sea level has risen approximately 6-9 inches worldwide and 9 inches along the coast of East Central Florida. The United States Environmental Protection Agency (EPA) has been analyzing the causes, effects and possible responses to sea level rise. EPA's 1995 report, *The Probability of Sea Level Rise,* estimates that if humanity continues to emit greenhouse gases into the atmosphere, the mean sea level could rise 1-2 feet in the next century and 5 feet over the next 150-300 years.

In the fall of 2009, the City of Satellite Beach (City), Florida, authorized a study designed to assess municipal vulnerability to rising sea level and facilitate discussion of potential adaptation strategies. Results suggest the tipping point between relatively benign impacts and those that disrupt important elements of the municipal landscape is +2 ft. (0.6 m) above present. Seasonal flooding to an elevation of +2 ft. is forecast to begin around 2050 and thus the City has about 40 years to formulate and implement an adaptation plan. Additionally, beaches erode 100 – 200 feet with every one-foot rise in sea level. With a 50 percent chance of the sea level rising 4 feet by 2200, the beaches could erode 200 to 800 feet. High density shoreline areas can be very costly to protect; therefore, it is important that decisions be made concerning the protection of developed and undeveloped land before it becomes too expensive or impossible to protect. To determine the areas needing protection, coastal managers should look for relative sea level rise in specific areas.

There are 18,998 (including canals) properties along on the Indian River Lagoon System and 9,675 Ocean Front parcels that fall under the purview of the Brevard County LMS. Since most of those waterfront homes are located within 100 to 200 feet

of the high-water mark, these properties will be affected in some way by changes in sea level rise. The probability of future sea level rise events in Brevard County is considered likely, but, because of many unknowns was ranked at a 500 year or less occurrence.

The worst-case scenario for Brevard County would be for the actual amount of sea level rise to near the more extreme end of the projections. The expected damage would be similar to that of coastal erosion with additional of issues related to saltwater intrusion and widespread flooding. The west side of the barrier islands along the canals, and the low-lying parts of Merritt Island (primarily north of the barge canal, east Merritt Island between SR528 and SR520, and south of Pineda Causeway (SR404), are projected to be impacted the hardest by sea level rise. Secondarily, the homes, condominiums, and structures located directly on the beach or immediately adjacent to the beach in Cape Canaveral, Cocoa Beach, Satellite Beach, Indian Harbour Beach, Indialantic, and Melbourne Beach will feel more impacts from higher tides and periodic strong, persistent wind events. Coastal erosion will be the main and most visible cause, but the increased frequency and level of impact will be the result of sea level rise.

The City of Satellite Beach conducted a Sea Level Rise study in 2010 and found that the biggest impacts from sea level rise would be on the west side of the barrier island, along the Banana River, Grand Canal and its finger canals, and will eventually impact the areas surrounding South Patrick Drive. There are two areas in Satellite Beach that have been tracked for suspected impacts due to Sea Level Rise. Pipes at the west end of Desoto Parkway and Jackson Boulevard have experienced more frequent periodic flooding when the Indian River Lagoon is high and intense thunderstorms come through the area. This was observed by city staff in June 2015. Since these roadways were engineered not to flood, the change could be attributed to sea level rise; but, there have been no specific studies that confirm this. There was a report, as previously mentioned, on sea level rise, by CBS on December 6, 2014. That report indicated climate change and sea level rise continues to threaten NASA's launch pads at Cape Canaveral Air Force Station (http://www.cbsnews.com/videos/sea-level-rise-threatens-nasas-launch-pads/). Nearly 100 feet of beach that served as a buffer between the Atlantic and the launch pads has been lost since 2003. There are no other recorded incidents specifically attributed to sea level rise.



In 2018, Brevard County Transportation Planning Organization received their requisitioned a Sea Level Rise Vulnerability Assessment from the East Central Florida Regional Planning Council. The vulnerability assessment covers the entirety of Brevard County, Florida. The assessment looks specifically at assets that contribute to transportation functionality within the County, including roadways, railroads, airports, transit and other critical facilities deemed important for countywide transit.

By 2100, under the USACE High Projection rate curve, approximately 12.2% of the County may be inundated during MHHW, almost double from the year 2070. However, between 2040 and 2070, there is expected to be a 318% increase in inundated areas. Interestingly, although the Intermediate Curve does not impact as much square mileage as the High Curve, the percent increase of inundated area is the highest between 2040 and 2070 under that curve (1993%).

While the largest area expected to be inundated is the Merritt Island National Wildlife Refuge area, comprised largely of natural lands, this is also home to NASA/Kennedy Space Center, Cape Canaveral Air Force Station, as well as developed areas of unincorporated Brevard County. This area is an economic hub for Brevard County due to its space industry as well as eco-tourism opportunities and eco-system services provided by the area.

Change in Inundation based on USACE Rate Curve & Year

	Low Curve			Intermediate Curve			High Curve		
	2040	2070	2100	2040	2070	2100	2040	2070	2100
Total Area of Inundation	0.26	0.67	7.71	0.67	14.02	37.5	16.73	67.7	124.04
Percentage of County	0.0%	0.1%	0.8%	0.1%	1.4%	3.7%	1.6%	6.7%	12.2%
Percentage Change	--	158%	1051%	--	1993%	167%	--	305%	83%

Change in Inundation (NOAA)

	1 Foot	2 Feet	3 Feet	4 Feet	5 Feet
Total Area of Inundation (Square Miles)	25.7	64.02	104.1	124.7	144.2
Percentage of County	2.5%	6.3%	10.2%	12.3%	14.2%
Percentage Change	--	149%	63%	20%	16%

Port Canaveral is a port of call for a number of ships and serves as one of the major economic hubs along the United States' Atlantic Coast. As a man-made inlet, the port is susceptible to sea level rise as soon as 2040. The following map depicts sea level rise levels in 2040, 2070 and 2100 utilizing the Army Corps of Engineers high projection rate curve.

Port Canaveral Vulnerability (ACOE High Curve)



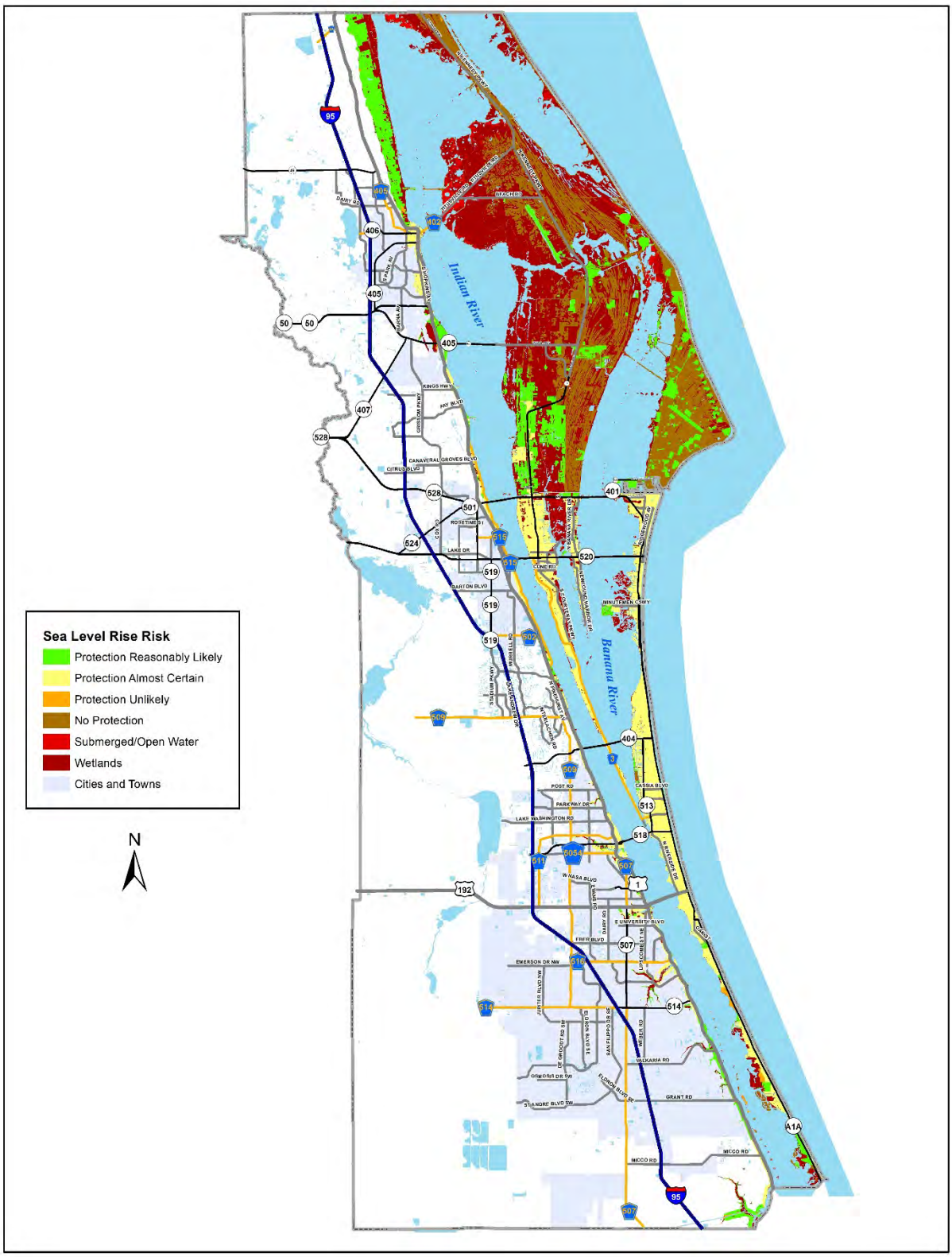
With this assessment, the Space Coast TPO, Brevard County, and all 16 jurisdictions within Brevard County can begin to take the steps necessary to mitigate the potential impacts of sea level rise on their transportation facilities. The ECFRPC recommends that the Space Coast TPO consider the following actions in order to fulfill federal directives such as the FAST Act. These recommendations are consistent with a regional strategy, but are tailored to be specific to the needs of Brevard County.

The following tables summarize the financial exposure, building detail and land use summary of all parcels within each of the sea level rise zones in Brevard County. The Sea Level Rise Hazard Zones are the output of a Hazus-MH climatic impact model, and show the susceptibility to long-term sea-level rise based on topographic features. The tables below and map on the following page depict these zones.

Sea Level Rise Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Protection Almost Certain	76,990	23.20%	70,470	21.23%	$6,859,906,556.00	$13,468,527,314.00	$17,103,190,090.00	$13,840,409,213.00	56,765	14,007	7,479	1,286
Protection Reasonably Likely	6,040	1.82%	4,116	1.24%	$818,370,130.00	$1,124,253,080.00	$1,820,257,170.00	$1,146,766,490.00	1,808	2,069	1,017	338
Protection Unlikely	251	0.08%	134	0.04%	$89,275,810.00	$22,111,120.00	$110,208,360.00	$32,382,910.00	109	28	12	4
Submerged/Open Water	3,915	1.18%	3,345	1.01%	$626,943,780.00	$845,628,560.00	$1,211,531,480.00	$963,740,262.00	2,181	1,128	743	99
Wetlands	2,329	0.70%	1,308	0.39%	$544,729,710.00	$528,303,000.00	$988,591,110.00	$376,488,968.00	481	796	605	111

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Protection Almost Certain	69,793	21.03%	3,629	1.09%	235	0.07%	505	0.15%	255	0.08%	827	0.25%	65	0.02%	0	0.00%	11	0.00%
Protection Reasonably Likely	4,871	1.47%	357	0.11%	27	0.01%	97	0.03%	24	0.01%	299	0.09%	205	0.06%	1	0.00%	5	0.00%
Protection Unlikely	178	0.05%	2	0.00%	1	0.00%	3	0.00%	1	0.00%	45	0.01%	5	0.00%	0	0.00%	0	0.00%
Submerged/Open Water	3,597	1.08%	55	0.02%	2	0.00%	16	0.00%	5	0.00%	162	0.05%	11	0.00%	0	0.00%	13	0.00%
Wetlands	1,735	0.52%	127	0.04%	2	0.00%	50	0.02%	9	0.00%	294	0.09%	51	0.02%	0	0.00%	1	0.00%


Sea Level Rise Risk
Protection Reasonably Likely
Protection Almost Certain
Protection Unlikely
No Protection
Submerged/Open Water
Wetlands
Cities and Towns
N
Indian River
Banana River

Hazard Summary	
Hazard	***Frequency of Occurrence***
Sea Level Rise	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☒ ***500 years or less*** ☐ ***Greater than 500 years***

The greatest impacts from climate change on sea level rise include storm surge and coastal flooding. Sea level rise and climate change also affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods). During the last century, sea level has risen approximately 6-9 inches worldwide and 9 inches along the coast of East Central Florida. The worst-case scenario for Brevard County would be for the actual amount of sea level rise to near the more extreme end of the projections, 2 feet in the next century. The expected damage would be similar to that of coastal erosion with additional of issues related to saltwater intrusion and widespread flooding. The west side of the barrier islands along the canals, and the low-lying parts of Merritt Island (primarily north of the barge canal, east Merritt Island between SR528 and SR520, and south of Pineda Causeway (SR404), are projected to be impacted the hardest by sea level rise.

Risks	
People	• Having to move inland or raise homes
Property	• Infrastructure being submerged
Environment	• Flooding more frequently may change habitats
Program Operations	• Having to find money to respond more frequently to flooding situations from smaller rain events
Impacts	
Public and Responders	• Public- Sea level rise and climate change affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods), all of which pose a serious threat to the public and may cause more frequent smaller events for first responders.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster

Property, Facilities, and Infrastructure	• The expected damage would be similar to that of coastal erosion with additional of issues related to saltwater intrusion and widespread flooding. The west side of the barrier islands along the canals, and the low-lying parts of Merritt Island (primarily north of the barge canal, east Merritt Island between SR528 and SR520, and south of Pineda Causeway (SR404), are projected to be impacted the hardest by sea level rise. Secondarily, the homes, condominiums, and structures located directly on the beach or immediately adjacent to the lagoon will feel more impacts from flooding and strong, persistent wind events due to sea level rise.
Delivery of Services	• Moderate impact to the delivery of services • Delivery of Services impact dependent on roadways that may be closed due to the hazard.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• High density shoreline areas can be very costly to protect; therefore, it is important that decisions be made concerning the protection of developed and undeveloped land before it becomes too expensive or impossible to protect. To determine the areas needing protection, coastal managers should look for relative sea level rise in specific areas.
Environment	• Would adversely affect crops and land through flooding, as well as cause an influx of wildfires.

Severe Winter Storms | *Natural Hazards*

A severe winter storm for Brevard County would be an event producing unusually low and prolonged temperatures which may be accompanied by ice or sleet storms. In Brevard County, freezing temperatures can pose a severe threat to the citrus industry. If temperatures reach freezing levels for extended periods of time, combined with other climatic factors, then crop or landscape damage may occur. This would have a significant impact on Brevard's economy and employment base. The County has experienced several damaging freezes in the past 20 years, including in 2000-2001, when the county was part of a Presidential Disaster Declaration. Recently, in early January 2010, an unusual period of cold temperatures occurred over several days which caused some damage to the area's citrus crop. Additionally, consumer demand of electricity during periods of extreme cold weather may require the electric utility to implement rolling blackouts to selected areas to avert a total electrical grid overload, which can have a significant impact on electrically-dependent critical facilities and persons. Emergency Management operations could be impacted by a prolonged utility failure; however, alternative redundant resources are available.

The locations most vulnerable to severe winter weather in Brevard County would be agricultural lands, primarily the approximately 6,500 acres of citrus crops, most of which are in Merritt Island, and Micco. See the map on page 97 for the location of these larger farmlands. Because Brevard lies on the cusp of the Semi Tropical and Tropical climate zones, it is conducive growing a wide variety of fruits and vegetables. However, the climate that supports such unique vegetative diversity also makes it susceptible to extreme temperature changes. When extremely cold, the effects the county can be seen in areas that grow more tropical fruits. Nurseries and growers in northern parts of the county in Scottsmoor, Titusville, and Mims would be most susceptible. Many residents also have tropical fruit trees and backyard gardens; therefore, all of the county would experience some level of vulnerability to this hazard.

According the University of California at Davis, citrus crops, particularly oranges, begin to sustain damage when temperatures are sustained at or below 29^0F for a period of 30 minutes or more at ground level. Business closures and significant damages to the county's citrus and horticultural industries would result in substantial economic damages.

This scenario would be equivalent to or worse than the winter sub-freezing events of 2009 and 2010. Starting on January 21, 2009, Brevard County experienced sub-freezing temperatures for three consecutive nights. Wind chill readings in the 20s also occurred during the morning of the 21st. The coldest morning at most locations was on

the 22nd, when hard freeze conditions spread south across many locations of the interior peninsula to Lake Okeechobee. Official temperature sites reached the mid to upper 20s, with a NWS Cooperative sites at Scottsmoor in Northwest Brevard County reaching 22 degrees. Sub-freezing minimum readings and widespread frost occurred on the 23rd. Only the barrier islands south of Cape Canaveral remained at or slightly above freezing throughout the event.

In 2010, several strong cold fronts brought reinforcing arctic air masses into east central Florida over a consecutive 12-day period. From January 2 through January 14, high temperatures did not exceed 60 degrees on nine to 12 days, with several days recording high temperatures only in the 40s. Several low maximum temperature records were set. During this period, low temperatures fell to or below 40 degrees for 12 consecutive mornings across nearly all of east central Florida. Six to nine mornings saw temperatures fall to 32 degrees or less. Many areas experienced low temperatures in the mid to upper 20s, with a few isolated, rural spots falling to near 20 degrees. Several record low temperature records were set. Frost occurred during several mornings. Long durations of temperatures in the 20s damaged or killed a considerable amount of vegetation, with agricultural crops, citrus, and ornamental flowers. Agricultural reports estimate a third of the Florida Winter fruit and vegetable production were lost, causing hundreds of millions of dollars in losses (state-wide). Also, winds remained near 10 mph on several nights, producing wind chill values in the teens and lower 20s.

Following a cold front, some sleet, snow and freezing rain mixed with a band of light rain from Kissimmee to Palm Bay northward. High temperatures did not exceed 60 degrees for 10 of 12 days between January 2 and 13 at the Melbourne International Airport. For two days, high temperatures were only in the 40s. Daily low maximum temperature records were tied or broken on three days and 32 degrees or below on eight days. For four days, minimum temperatures were in the mid to upper 20s, with the coldest temperature of 25 degrees on January 12th. Four daily minimum temperature records were tied or broken. Similar temperatures occurred across the remainder of Brevard County, although minimum temperatures several degrees warmer on the barrier islands (a freeze occurred along the coast on at least one morning). Frost also occurred on many mornings. Long durations of freezing temperatures resulted in considerable plant damage. In addition, winds near 10 mph occurred on several nights, producing wind chill temperatures in the teens and lower 20s. A rough estimate for (direct weather-related) freeze losses to fruit, vegetable and citrus crops across Brevard County during January totaled 0.87 million dollars.

December of that year also brought record cold and freezing temperatures to Brevard for two consecutive periods. A hard freeze occurred December 14th with temperatures at or below 28 degrees for several hours. Wind chill factors were in the upper teens at most locations around daybreak. Minimum temperatures on Dec. 14 reached as low as 28 degrees in Melbourne and Melbourne Beach, 25 in Palm Bay and 20 in rural Scottsmoor. On December 15th, temperatures fell to 28 in Melbourne and 21 in Scottsmoor.

Minimum temperatures on December 27th reached as low as 31 degrees in Melbourne and 24 in rural Scottsmoor. On December 28th, temperatures fell to 27 in Melbourne and 20 in Scottsmoor. And on December 29th, the minimum temperature reached 28 in Melbourne, and 19 in Scottsmoor. A third night of similarly cold readings occurred on December 29th. A rough estimate of damage to fruit and vegetable crops across east-central Florida from the combined impacts of the December 14-15 and December 27-29 freezes totaled 19 million dollars.

The lowest recorded temperature in Brevard County during this planning period occurred in December of 2010 with 9 days below freezing, and 4 record lows ranging from 24 to 26 degrees. Because this freezing weather event affected all mainland areas in the county it is probable that similar areas in Brevard could experience similar temperatures and outcomes in the future.

Such a situation, although unlikely, could damage the electric power distribution system throughout the county, and the power outages could last weeks. Extended power outages, more than three days, during unusually cold weather would require sheltering and feeding of large numbers of people. The homeless population is particularly vulnerable to severe winter weather. Currently Brevard opens cold weather shelters when temperatures are 45^0F or below. There may be fatalities among population groups unable to travel to or access shelters, principally the homeless, economically disadvantaged and the elderly. The probability of a severe winter storm in Brevard County is considered rare with a greater than 500-year occurrence. The last severe winter weather event with record lows, 24 degrees, was in December of 2010. There have been no instances of severe winter weather since 2010.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Severe Winter Storms	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☒ ***Greater than 500 years***

A severe winter storm for Brevard County would be an event producing unusually low and prolonged temperatures which may be accompanied by ice or sleet storms. Because Brevard lies on the cusp of the Semi-Tropical and Tropical climate zones, it is conducive growing a wide variety of fruits and vegetables. However, the climate that supports such unique vegetative diversity also makes it susceptible to extreme temperature changes. When extremely cold, the effects the county can be seen in areas that grow more tropical fruits. Extreme Winter Storms, although unlikely, could damage the electric power distribution system. Extended power outages, more than three days, during unusually cold weather would require sheltering and feeding of large numbers of people. Currently Brevard opens cold weather shelters when temperatures are 45 degrees or below. There may be fatalities among those who are unable to travel to or access shelters, principally the economically disadvantaged and the elderly. The probability of a severe winter storm in Brevard County is considered rare with a greater than 500-year occurrence. The last severe winter weather event with record lows, 24 degrees, was in December of 2010. There have been no instances of severe winter weather since 2010.

Risks	
People	• Populations most at risk are the homeless, very young, those with medical conditions, and the elderly
Property	• Could damage the electric power distribution system
Environment	• Semi-Tropical and Tropical fruits and vegetables susceptible to extreme temperature changes
Program Operations	• Unusually cold weather could require sheltering and feeding of larger numbers of people
Impacts	
Public and Responders	• Public - Increased risk of hypothermia, as well as risk of cold weather conditions to those without proper household heating • Responders - Provide sheltering when temperatures drop below 45 degrees.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.

Property, Facilities, and Infrastructure	• Has the potential to damage the electric power distribution system, causing widespread power outages. • Will potentially kill many crops.
Delivery of Services	• Transportation disruptions may occur, as many in Brevard are not used to icy roadway conditions.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Business closures and significant damages to the county's citrus and horticultural industries would result in substantial economic impacts.
Environment	• Severe winter storms will damage or kill a considerable amount of vegetation, with agricultural crops, citrus, and ornamental flowers.

Extreme Heat | *Natural Hazards*

Extreme heat is defined as temperatures that are approximately 10 degrees or more above the average high temperature for a given region lasting a prolonged period, usually several weeks. Extreme heat occurs when a layer of high atmospheric pressure descends over a geographical area. High pressure causes the air normally located high in our atmosphere to descend, compress, and increase in temperature. This leads to hazy, humid and muggy air. High pressure systems can reside in an area for weeks as they are resistant to being moved by other weather systems. In addition, high pressure inhibits wind and clouds, which normally mitigates the effect of the sun. chart below indicates the heat index (combination of temperature and humidity - or what it feels like) and what is typical in our area during the summer months. The National Weather Service in Melbourne will issue a Heat Advisory if the heat index reaches 108F or higher (even for a short duration), or if high temperatures are expected to reach 98F or above for two consecutive days. They would issue an Excessive Heat Warning if temperatures are expected to reach a heat index values to 113F or greater (extremely rare).

NOAA's National Weather Service

Heat Index

Temperature (°F)

Relative Humidity (%)	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110
40	80	81	83	85	88	91	94	97	101	105	109	114	119	124	130	136
45	80	82	84	87	89	93	96	100	104	109	114	119	124	130	137	
50	81	83	85	88	91	95	99	103	108	113	118	124	131	137		
55	81	84	86	89	93	97	101	106	112	117	124	130	137			
60	82	84	88	91	95	100	105	110	116	123	129	137				
65	82	85	89	93	98	103	108	114	121	128	136					
70	83	86	90	95	100	105	112	119	126	134						
75	84	88	92	97	103	109	116	124	132							
80	84	89	94	100	106	113	121	129								
85	85	90	96	102	110	117	126	135								
90	86	91	98	105	113	122	131									
95	86	93	100	108	117	127										
100	87	95	103	112	121	132										

Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

Caution | Extreme Caution | Danger | Extreme Danger

Every year, most of Brevard County experiences periods in which the air temperature and humidity creates conditions that could potentially harm human health. A “heat island” is when an urban area creates warmer temperatures than its surrounding rural areas. This is caused by large amounts of concrete absorbing heat from the sun during the day. The heat releases at night keeping temperatures high and allowing little time for cooling. This can lead to increased energy demands and stress at-risk populations, especially those without access to air conditioning. In most cases, extreme heat affects those who do not have the ability to stay inside during extreme heat events. Brevard County does not have a significant population of people that experience heat related injuries. Extreme Heat events can trigger brown outs or blackouts due to the increase in

energy demand and stress on the system, which increases the vulnerability of the elderly, very young, and those who have medical conditions that cause heat sensitivity.

Brevard County – Average Temperature Summary		
Month	Avg. Temp. (F^O)	Maximum Avg.
January	61.3	70.6 (1937)
February	69.1	71.3 (2018)
March	67.2	72.6 (1997)
April	72.9	76.5 (2015)
May	78.2	79.4 (1995)
June	81.8	82.4 (1998)
July	82.9	84.0 (2016)
August	82.5	83.7 (2005)
September	81.8	82.3 (2002)
October	79.5	79.5 (2019)
November	68.8	75.7 (1986)
December	63.8	73.1 (2015)

Average Temperatures for 2019 – courtesy of the National Weather Service Melbourne

The homeless are another vulnerable population. The total homeless counted during the Point in Time Count (PITC) on January 26, 2019 was 815 (down 24% from 2015), which included a 2% increase in unsheltered homelessness (388 in 2015 vs. 397 in 2019). Child homelessness has decreased by 40% (244 in 2015 vs. 146 in 2019) with unsheltered child homelessness also decreasing by 15% (13 to 11).

From 2015 to 2019, chronic homelessness has increased 39% from 148 to 206, while unsheltered chronic homelessness has increased by 26% (146 to 184). Veteran homelessness decreased nearly 6% from 193 to 182, with the unsheltered number of veterans decreasing by 4%, from 54 to 52.

Even though the actual count may not be completely accurate for several reasons, the PITC provides the statistical basis for accurate percentages to show increase of decrease in those populations. These populations are further affected because they tend to congregate in city centers where libraries are to cool-off; however, those areas are susceptible to heat island effects. Libraries would be impacted by these extreme heat events, since they would serve as makeshift cooling stations for the homeless. Brevard County libraries include: the Cape Canaveral Public Library, Central Brevard Library, Cocoa Beach Library, Dr. Martin Luther King, Jr. Public Library and Eau Gallie Library in Melbourne, Melbourne Public Library, Franklin T. DeGroodt Memorial Library in Palm Bay, Melbourne Beach Public Library, Merritt Island Public Library, Mims/Scottsmoor Public Library, Palm Bay Public Library, Port St. John Public Library, Satellite Beach Public Library, South Mainland/Micco Public Library, Suntree/Viera Public Library, Titusville Public Library, and West Melbourne Public Library.

Although extreme heat conditions may not be as notable as other hazards, its consequences can still be devastating. Between 1992 and 2001, deaths from extreme heat in the United States numbered 2,190, compared to 880 deaths from floods and 150 from hurricanes. The average annual number of fatalities directly attributed to extreme heat in the United States is approximately 400. Extreme heat is typically seasonal in nature with heat waves occurring in the summer months. However, heat waves are associated with high pressure systems and can occur in late spring and early fall as well. In Brevard County, extreme heat events can occur throughout County with exacerbated temperatures in cities like Titusville, Cocoa, Rockledge, Melbourne, and Palm Bay with large paved areas. They are most likely to occur in the summer months and are considered likely to occur in the future; with a 1 in 25 years or less probability of occurrence. High pressure systems associated with heat waves can move into an area within a matter of days. These systems are resistant to being moved by other systems and can affect a region for days, weeks or months. In June of 1998, a deep high-pressure ridge persisted across the Gulf of Mexico and Florida throughout most of the June and into early July. It resulted in several long stretches of record-breaking high temperatures. Melbourne had 22 days where high temperature records were either tied or broken. Melbourne had four 100 degree or greater days. It was also very dry during this period. Melbourne received only 3% of its normal rainfall. No extreme heat events have been experienced since 1998.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Extreme Heat	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
While extended extreme heat events are not as common, the State of Florida routinely experiences excessive heat outlooks, watches, and warnings/advisories throughout the State.	
Risks	
People	• Populations most at risk are the homeless, very young, those with medical conditions, and the elderly
Property	• Urban area properties will be warmer temperatures
Environment	• Risk to habitats and species that normally thrive in a cooler zone.
Program Operations	• Opening cooling centers and delaying outside events may be warranted

Impacts	
Public and Responders	• Public- extreme heat affects those who do not have the ability to stay inside during extreme heat events. Increases the vulnerability of the elderly, very young, and those who have medical conditions that cause heat sensitivity. • Responders- Try to supply an air-conditioned environment to the homeless and elderly citizens without proper air conditioning.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Negligible impact to property, facilities and infrastructure
Delivery of Services	• Low impact to the delivery of services
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• High impact to tourism, agri-business, public utilities, and other industries tasked with caring for the population or providing services for comfort
Environment	• Low impact • A reduction in ground water supplies creates a situation conducive to sinkholes • Non-domesticated animals will be directly impacted, Flora may die off

Drought | *Natural Hazards*

A drought is a period of unusually persistent dry weather lasting long enough to cause serious problems such as crop damage and/or water supply shortages. The severity of the drought depends upon the degree of moisture deficiency, the duration and the size of the affected area. There are four different ways that drought can be defined: meteorological drought, agricultural drought, hydrological drought or socioeconomic drought. Meteorological drought is a measure of departure of precipitation from normal. Due to climatic differences, an area that might be considered in a drought in one part of the country may not be a drought in another. Agricultural drought refers to a situation where the amount of moisture in the soil no longer meets the needs of a particular crop. Hydrological drought occurs when surface and subsurface water supplies are below normal, and socioeconomic drought refers to the situation that occurs when physical water shortages begin to affect people. Brevard County Emergency Management regularly monitors information from the National Oceanographic and Atmospheric Administration, National Weather Service, St. Johns River Water Management District and the Florida Forest Service Keetch-Byram Drought Index for decreases in water, river, and lake levels. There are distinct wet and dry seasons in Brevard. The dry season lasts from December through May, the wet from June through November. During the dry season, periods of drought often occur, and can lead to a persistent and high wildland fire threat. Brevard County and all of its municipalities would be affected by drought conditions. Structures are not vulnerable to the consequences of drought but to resulting fire; potential dollar loss for fire is addressed under wildfire.

The types of drought as stated above affect agriculture as well as people and livestock when water shortages begin, and fire danger increases. Also, of concern is the changing climate, there is the potential for an increasing risk of environmental impacts from drought and water shortages and future mitigation and adaptation strategies related to this hazard should be considered. Droughts in other areas that contribute to the Floridan Aquifer system can affect water sources in Brevard and other areas of Florida. County drinking and irrigation water comes from a variety of sources including the Floridan Aquifer. Sources by regions in Brevard follow.

North Brevard gets drinking water from the County’s Mims Water Treatment Plant which extracts water from a series of surficial aquifer wells. Others in the Mims/Scottsmoor area have individual wells. Saltwater intrusion is of concern for those residents on individual wells near the Indian River Lagoon as rain diminishes and freshwater influx decreases.

Titusville also extracts their water supply from a series of wells in their “Area of Critical Concern”. The City of Titusville and County apply land development restrictions that limit any use which would detrimentally affect the aquifer in this area.

The city of Cocoa provides water to central Brevard from Kings Highway in Port St. John down to Pineda Causeway (County Road 404) at Palm Shores then the city of Melbourne’s water supply takes over. City of Cocoa has a 10-year Water Management Plan taking supply planning to the year 2020. The City of Cocoa extracts water from the Floridan Aquifer and Intermediate Aquifer and can produce over 60 million gallons a day. The water well system is located just over the Orange/Osceola County boundary line and provides water to the following municipalities, communities, jurisdictions, and major organizations:

- Canaveral Groves
- Cape Canaveral
- Cape Canaveral Air Force Station
- Cocoa
- Cocoa Beach
- Kennedy Space Center
- Melbourne (when needed)
- Merritt Island
- Patrick Air Force Base
- Port Canaveral
- Port St. John
- Rockledge
- Sharpes
- Suntree
- Viera
- Unincorporated Areas
- Wholesale water to the City Titusville

In all, the City’s system serves about 82,000 customers with a population of approximately 250,000+.

The City of Melbourne supplies drinking water comes from Lake Washington which is part of the St. John River. It serves its population of about 77,000 and also customers in surrounding cities and population centers in South Brevard County. This distribution service area is approximately 100 square miles and includes the cities of Melbourne, Melbourne Beach, Indialantic, Indian Harbour Beach, Satellite Beach, Palm Shores, Melbourne Village, and a portion of Brevard County. In addition, wholesale water service is provided to West Melbourne, with additional account holders and customers served.

Southern areas of Brevard like Barefoot Bay are served by wellfield run by Brevard County Utilities as well as some on individual wells.

The southern barrier island area of Aquarina is served by a system that gets water from a deep confined aquifer that is not subject to drought; however, it is also a finite source.

23% of Brevard County is agricultural-usable for agriculture, raising cattle, and horses. These areas would be affected when drought occurs that affects surficial and Floridan aquifer water supplies.

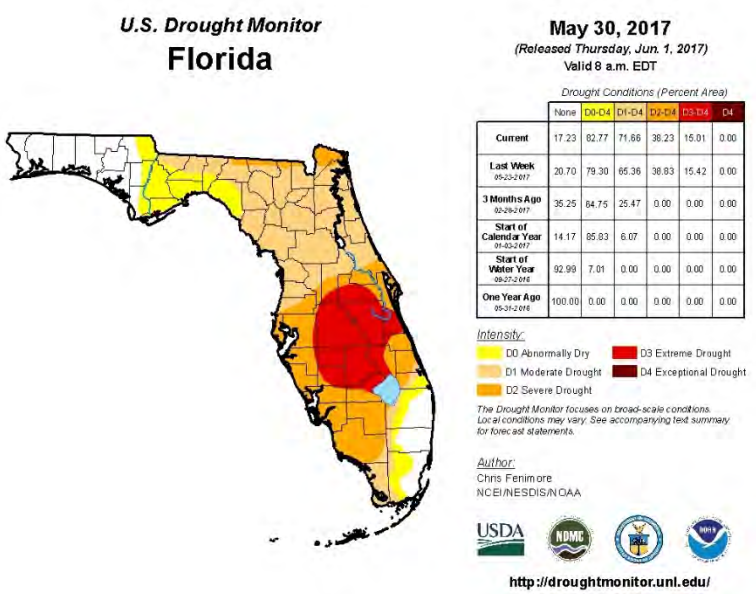
The statewide average rainfall deficits for Florida during 2006 and 2007 were the largest observed since the mid 1950's. According to the National Drought Monitor, as of January 1, 2008, approximately 20% of Florida experienced severe to extreme drought conditions. The drought was most pronounced in southwest Florida and the Kissimmee River watershed rather than on the eastern coastline. By January 2010, most of the state had returned to normal conditions, e.g., an absence of drought conditions, although the Brevard County area remains somewhat drier than the remainder of the state.

U.S. Drought Monitor Classification Scheme

		Ranges					
Category	**Description**	**Possible Impacts**	**Palmer Drought Index**	**CPC Soil Moisture Model (Percentiles)**	**USGS Weekly Streamflow (Percentiles)**	**Standardized Precipitation Index (SPI)**	**Objective Short and Long-term Drought Indicator Blends (Percentiles)**
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered	-1.0 to -1.9	21-30	21-30	-0.5 to -0.7	21-30
D1	Moderate Drought	Some damage to crops, pastures; streams, reservoirs, or wells low, some water shortages developing or imminent; voluntary water-use restrictions requested	-2.0 to -2.9	11-20	11-20	-0.8 to -1.2	11-20
D2	Severe Drought	Crop or pasture losses likely; water shortages common; water restrictions imposed	-3.0 to -3.9	6-10	6-10	-1.3 to -1.5	6-10
D3	Extreme Drought	Major crop/pasture losses; widespread water shortages or restrictions	-4.0 to -4.9	3-5	3-5	-1.6 to -1.9	3-5
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0-2	0-2	-2.0 or less	0-2

Short-term drought indicator blends focus on 1-3 month precipitation. Long-term blends focus on 6-60 months. Additional indices used, mainly during the growing season, include the USDA/NASS Topsoil Moisture, Keetch-Byram Drought Index (KBDI), and NOAA/NESDIS satellite Vegetation Health Indices. Indices used primarily during the snow season and in the West include snow water content, river basin precipitation, and the Surface Water Supply Index (SWSI). Other indicators include groundwater levels, reservoir storage, and pasture/range conditions.

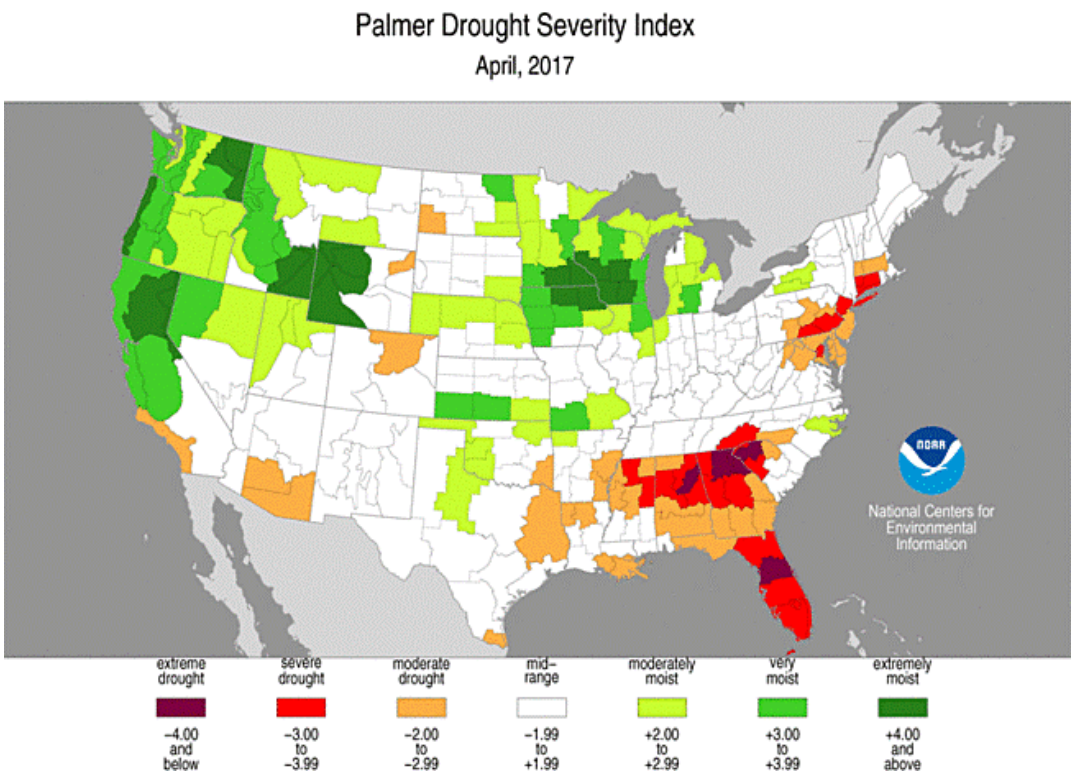
Brevard County experienced a 50-year drought during the summer of 1981 and has continued to experience somewhat drier conditions over the last three decades. There have been a couple of periods over the past 5 years where Brevard County has been in D1-Moderate Drought conditions or greater. These periods are: March through May of 2016 and February through May of 2017. The map to the right shows most of Brevard in a D2 to D3 level drought at the end of May 2017. There have been no further occurrences since then.



This type of meteorological drought has a detrimental effect on water systems relying upon surface water such as the Melbourne Municipal System (Lake Washington). When pre-identified lake levels are reached, there is a higher probability of contamination or poor water quality which can result in an emergency situation. Droughts or significant rainfall shortages also reduce the water table level and may affect those systems dependent on the shallow aquifer.

It is considered that the entire county and all of its jurisdictions are at risk from drought, principally through water system failure. Additionally, drought would increase the risk of wildfire, which would be most severe in those locations noted above as having high levels of concern for wildfire. Drought, itself, does not specifically threaten any type of structure, however, heightened wildfire risk resulting from drought conditions could threaten all types of structures within areas of risk, as discussed above. The probability of future drought events in Brevard County is considered possible with at 25 year or less occurrence. Because drought has occurred regularly over the years it can be expected to occur at a D3 or more drought level again.

The worst-case drought would have three major impacts on Brevard County and its jurisdictions. First, the probability of major wildfires would increase significantly, with major property destruction, injuries and fatalities, as well as environmental damage in the impacted areas. Second would be the economic damage to the County's agricultural sector. Third, the drought would impact the available community water supplies in terms of quantity and quality, as well as the availability of water for agricultural and landscape irrigation. The availability of community water supplies could also affect the ability for urban firefighting. Overall, the impact of a worst-case drought would be severe economic consequences due to increased costs to provide adequate potable water and damages to property and crops.



Hazard Summary	
Hazard	***Frequency of Occurrence***
Drought	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Since 1900, nine drought cycles (typically of two-year periods) have occurred in Florida. Most often, the area of impact was regional rather than Statewide. Most summer seasons have micro-heat waves based on a geographic area of Florida. Florida averages 12 heat-related fatalities annually. In 1993 and 1999, 241 and 68 fatalities, respectively, were the result of heat waves affecting the southeastern United States.	
Risks	
People	• Drinking water shortages could affect public health and increase wildfire
Property	• Agriculture could go out of business and increase in wildfire concerns
Environment	• Drought will affect ecosystem health allowing invasive species to encroach or wildfire
Program Operations	• Operations may have to import safe drinking water or rely on mutual aid to suppress wildfire
Impacts	
Public and Responders	• Public- Medium to High risk of losing crops and plants, as well as a decrease in available water to the public. • Responders- High risk of wildfires starting when a drought is occurring, which could lead to injury.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Low impact to property, facilities, and infrastructure • Heat-sensitive components may be compromised
Delivery of Services	• Low impact to the delivery of services • Non-essential services (e.g., park and recreational area watering, public property watering) may be suspended
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• 23% of Brevard County is agricultural-usable for citrus; all of this would be economically at risk in the case of a drought.
Environment	• Would bring about an increased risk in wildfires, which would negatively impact the local environment.

Wildfire | *Natural Hazards*

A wildland fire or wildfire is any free burning uncontainable wildland fire not prescribed for the area which consumes the natural fuels and spreads in response to its environment. The most at-risk locations are areas where development has occurred or is occurring at the edge of previously undeveloped vegetated areas, such as forests, grasslands, wetlands, etc. This characteristic is prevalent in the jurisdictions with lands in a corridor largely defined by I-95 on the west and US 1 on the east, with some smaller areas located in other parts of the county. This distribution of the locations most vulnerable to wildfire can be seen on the summary map, *Locations of Wildfire Levels of Concern and Fire Risk Areas*, which are attached to this section. The map depicts different degrees of vulnerability of development to wildfire that are calculated by combining indices for wildland fire susceptibility and general fire effects given terrain and other geographic features.

Brevard County is susceptible to wildfires throughout the year, particularly during the months with minimal rainfall amounts (December through April). Four jurisdictions with larger amounts of urban-wildland interface ranked wildfire among their three highest hazards. The major causes of brush and forest fires are due to lightning, human negligence, or cases of criminal mischief, and occurs during the months with higher thunderstorm activities. In recent years, homes and businesses have been threatened by encroaching wildfires. Late winter and spring also are prime periods for wildfires, fueled by strong winds and a lack of rainfall during that same time frame. Brevard County has a considerable amount of undeveloped area with prime fuel source for fires.

During the 1990s, the County was impacted by the disastrous wildfires brought on by drought that swept through the region. Most notable was the summer of 1998 during which over 500,000 acres burned statewide. A total of 150,000 acres burned in Brevard County and 32 homes and 5 businesses were lost (Brevard County Emergency Management, Farmington Fires June 2008).

More recently, the Mother’s Day fires of 2008 accounted for $34 million in damage in Palm Bay alone where 33 homes were destroyed and 236 damaged. In Malabar, two homes, each valued at $250,000, were destroyed. In total, over 10,000 acres were destroyed during the event, however; it is likely that more damage was avoided due to prescribed burning in the Jordan Scrub Sanctuary and the Micco Scrub Sanctuary three months prior to the fires.

In spring 2011, the Iron Horse Fire burned nearly 17,500 acres across Brevard and Volusia counties and destroyed one mobile home and two hunting camps. Two

firefighters were injured putting out the hot spots and heavy smoke forced the closure of Interstate 95 between State Road 442 and SR-46 for a period of time.

In February of 20 16 the Fleming Grant Fire destroyed an outbuilding and burned 95 acres before being contained; later in March of that year the Quincy fire in Palm Bay damaged four homes and was finally contained after burning 45 acres. The largest fire in 2017 was named Three Forks #8 at 6282 acres and later in June the Tucker fire burned 4500 acres both were out in the St. John's River and did not threaten homes or businesses.

Recent fires of smaller scope include:

- Tram in Mims on 7/11/2016, 222 acres
- Silver Gate in Titusville on 6/13/2016, 275 acres
- Smoke House in Mims on 7/18/2016, 301 acres
- Midway 1 in Titusville on 4/9/2017, 325 acres
- Micco Scrub in Palm Bay on 4/26/2018, 600 acres
- Twin in Titusville on 6/27/2016, 1300 acres

Wildfire Risk Level	*Total Acreage*
Very High Risk	1,672,519
High Risk	5,302,620
Low Risk	27,448,841
No Risk	7,659,808

The worst-case for a wildfire event would involve multiple fires throughout the most threatened areas shown on the Wildfire Level of Concern map on the next page. There is an estimated 34,423,980 acres with significant risk for wildfire within Brevard County; therefore, based on the worst wildfire to date of 150,000 acres, Brevard County could experience a wildfire of similar magnitude in the future. Below is a graph showing total acres in the associated wildfire risk zones within the county. The high to very high-risk areas are principally located north-south corridor between I-95 and US 1; which is extensively developed with commercial, residential and industrial areas. Most structures within, and adjacent to, this high-risk area would be vulnerable to wildfire, unless specific structural and landscaping actions had been taken to mitigate that risk. The area has numerous residential, commercial and industrial structures, both singly and in developments such as mobile home parks that are adjacent to or within vegetated areas. Any of these could be overrun by a wildfire. Failure to successfully evacuate the I-95/US 1 corridor could result in numerous injuries and fatalities. Wide area public health impacts from smoke would be a concern. Property damage would be extensive, with numerous residences and businesses destroyed. Numerous families would be displaced, and businesses would suffer

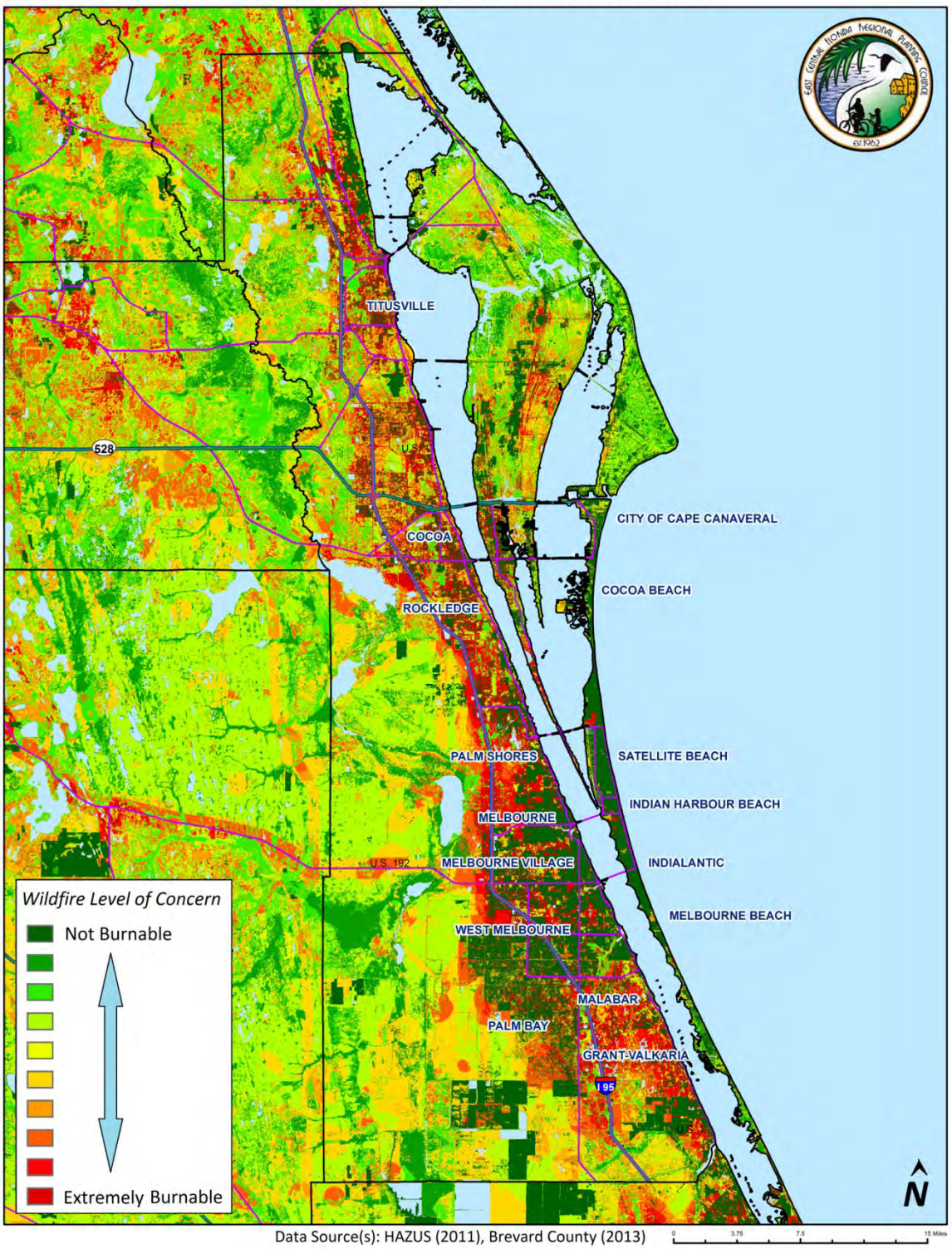
enormous economic impacts, with many failing to reopen. Damages to overhead utilities would be significant with power loss throughout the area. As the north-south transportation corridors through the county may be affected by such an event, transportation impacts would domino throughout central Florida due to highway and rail closures.

Since wildfires have happened in Brevard in the past, the probability for future wildfires is likely, particularly during drought cycles and dry, windy conditions. It is estimated that frequency of occurrence is once every 25 years or less.



Terkam Fire, Palm Bay, 5/22/15 burned 200 acres. At the fire's height, officials were forced to close two of three southbound lanes of I-95 south of Grant Road and a large portion of Babcock Street in roughly the same area.

Wildfire Level of Concern

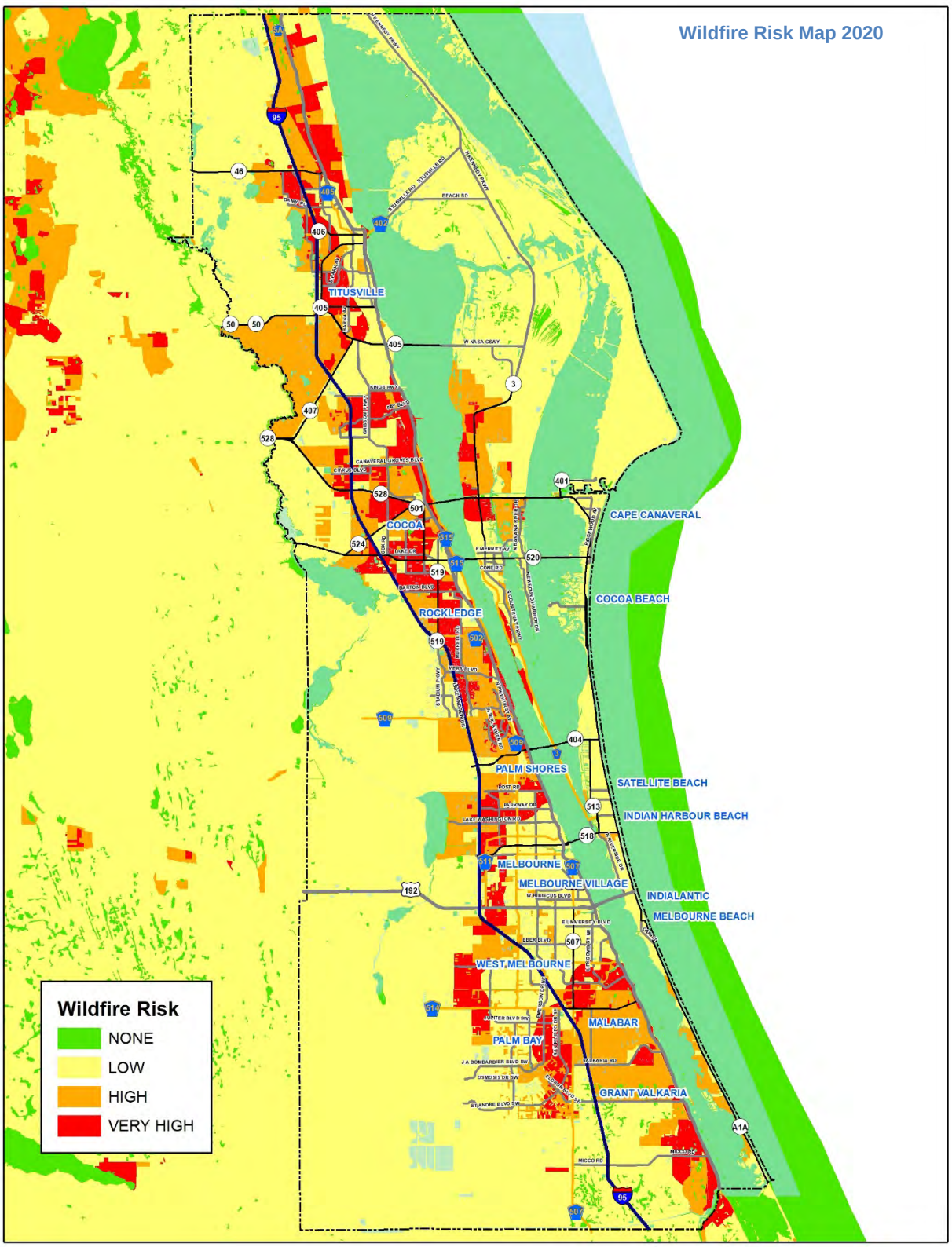


The following tables summarize the financial exposure, building detail and land use summary of all parcels within each of the fire risk zones in Brevard County as determined by the Florida Forest Service. The map on the following page depicts the hazard zones summarized in these tables.

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	10,323	3.11%	7,045	2.12%	$2,402,713,220.00	$2,053,722,940.00	$4,066,153,570.00	$2,127,611,848.00	5,502	2,126	1,100	145
Low Risk	157,838	47.56%	118,394	35.67%	$8,850,680,787.00	$20,796,976,573.00	$25,015,945,210.00	$19,292,001,519.00	82,615	34,080	24,782	6,681
High Risk	59,615	17.96%	40,410	12.18%	$2,943,136,850.00	$8,522,311,730.00	$9,565,783,320.00	$7,364,177,515.00	13,963	24,857	13,380	4,175
Very High Risk	104,109	31.37%	86,330	26.01%	$4,117,789,676.00	$11,465,477,584.00	$12,543,321,970.00	$9,081,835,001.00	61,625	22,697	12,210	1,973

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	8,714	2.63%	130	0.04%	9	0.00%	18	0.01%	16	0.00%	1,090	0.33%	99	0.03%	1	0.00%	117	0.04%
Low Risk	141,785	42.72%	6,627	2.00%	308	0.09%	1,687	0.51%	482	0.15%	4,451	1.34%	670	0.20%	6	0.00%	23	0.01%
High Risk	54,246	16.34%	1,150	0.35%	29	0.01%	403	0.12%	131	0.04%	2,202	0.66%	338	0.10%	3	0.00%	20	0.01%
Very High Risk	98,160	29.58%	2,108	0.64%	116	0.03%	642	0.19%	253	0.08%	1,070	0.32%	228	0.07%	1	0.00%	43	0.01%


Wildfire Risk Map 2020
TITUSVILLE
COCOA
ROCKLEDGE
CAPE CANAVERAL
COCOA BEACH
PALM SHORES
SATELLITE BEACH
INDIAN HARBOUR BEACH
MELBOURNE
MELBOURNE VILLAGE
INDIALANTIC
MELBOURNE BEACH
WEST MELBOURNE
MALABAR
PALM BAY
GRANT VALKARIA
Wildfire Risk
NONE
LOW
HIGH
VERY HIGH

Hazard Summary	
Hazard	***Frequency of Occurrence***
Wildfire	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
A wildland fire or wildfire is any free burning uncontainable wildland fire not prescribed for the area which consumes the natural fuels and spreads in response to its environment. The most at-risk locations are areas where development has occurred or is occurring at the edge of previously undeveloped vegetated areas, such as forests, grasslands, wetlands, etc. This characteristic is prevalent in the jurisdictions with lands in a corridor largely defined by I-95 on the west and US 1 on the east, with some smaller areas located in other parts of the county.	
Risks	
People	• Residences and businesses close to unmanaged lands without proper buffers to access to water. Risk to health from smoke inhalation
Property	• Where development has occurred or is occurring at the edge of previously undeveloped vegetated areas
Environment	• Unmanaged wildlands are more susceptible to wildfire
Program Operations	• Moderate impact to the delivery of services
Impacts	
Public and Responders	• Public- High risk of sustaining property damage, as well as damage to overhead utilities. Possibility of displacement. • Responders- High risk of injury due to the health impacts of smoke.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Could lead to the destruction of homes and local businesses, as well as closure of roads and major highways due to smoke.
Delivery of Services	• Delivery of Services impact dependent on road closure caused by the wildfire.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Local businesses would be economically impacted not only because of potential destruction of buildings, but also potential destruction of product.
Environment	• Pollutes the air, causing decreased quality of life, and destroys animals and their habitats.

Agricultural Infestations and Diseases | *Natural Hazards*

Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged or significant environmental resources may be lost. Examples of common Brevard infestations are caused by mosquitos, citrus greening, southern pine beetle, Florida Dampwood Termites, rats or noxious plants like Brazilian Pepper, etc.

Brevard County has 158,900 acres of land with an “Agricultural” land use designation. In 1997 and 1998, Florida’s agricultural community was forced to focus time and resources communicating to the general public about the Mediterranean fruit fly (Medfly) and the control methods used to eradicate the pest when the fly threatened the state’s $6.8 million agriculture industry. The Florida Cooperative Extension is a partnership between the University of Florida Institute of Food and Agricultural Sciences (IFAS), the United States Department of Agriculture (USDA) and county governments in Florida to provide scientific knowledge and expertise to the public through educational programs. Brevard County has cattle farms, citrus orchards and other agricultural enterprises that are vulnerable to infestations and disease. Cattle diseases like Mad Cow, Hartwater, and hoof-and-mouth and Citrus disease like Greening and Canker are of concern to Brevard farmers. Coordination with the University of Florida IFAS Brevard County Extension is the first step in mitigation planning for agricultural infestations and disease. Brevard UF IFAS Horticulturalist, Sally Scalera, wrote this Florida Today article about Greening:

Be Aware of Citrus Greening

Sally Scalera - *FL Today - September 8, 2017.*

If you are growing citrus, there’s a serious disease you need to know about affecting all citrus cultivars and can cause a rapid decline in the health of trees.



Sadly, citrus greening, uanglongbing or HLB, can be found throughout Brevard County.

Citrus greening is caused by a bacterium that is spread by a psyllid insect. As the psyllid feeds on the sap of a citrus tree, it passes the bacterium into the tree, infecting the tree. Once a plant has become infected, the bacterium can move throughout the plant.

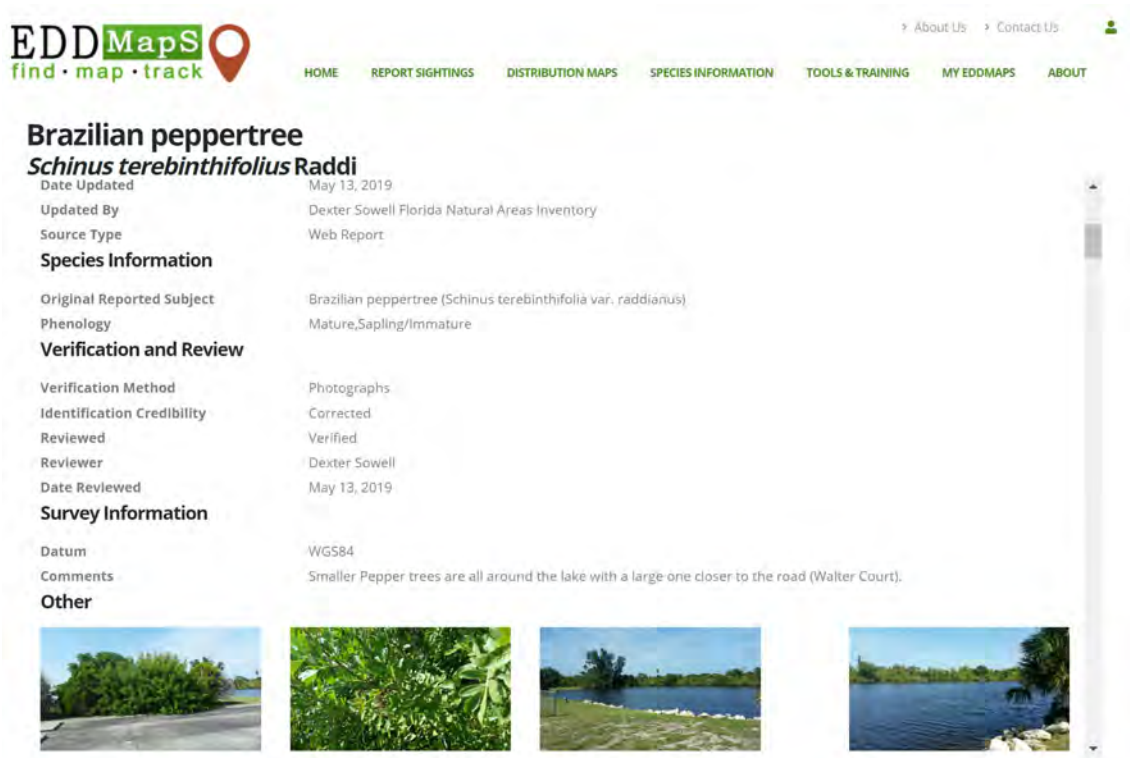
This means that the infection is systemic throughout the plant and cannot be removed by pruning off the portion expressing symptoms. An early symptom of citrus greening is the yellowing of leaves that may appear on a single shoot or branch.

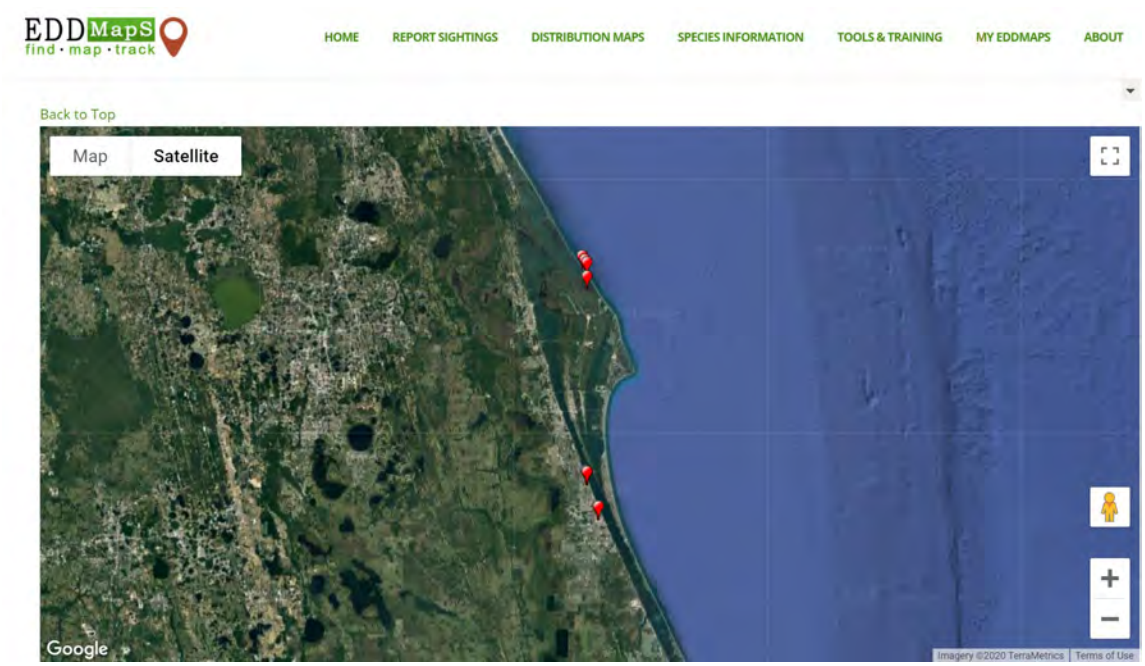
In the early stages of infection, leaves may have a mottled or blotchy appearance. Affected trees can also have twig dieback and rapidly decline into a non-productive state within 2 to 3 years. In trees with advanced stages of the disease, the leaves are small with yellow veining. Fruit are sparse, small, abnormal in appearance and fail to color properly, thus the name greening.

The Asian citrus psyllid is the vector for citrus greening. Once infected, the psyllids remain capable of transmitting citrus greening for their entire lives. The psyllids feed and survive primarily on citrus and citrus relatives.

Citrus greening is one of a few citrus diseases that can be considered a truly limiting factor for citrus production. Control is difficult if infected trees are widespread and the psyllid vector is well established. The greening bacterium can infect virtually all citrus species as well as several citrus relatives that are grown as ornamentals, such as orange boxwood (Severinia buxifolia) and orange jasmine (Murraya paniculata).

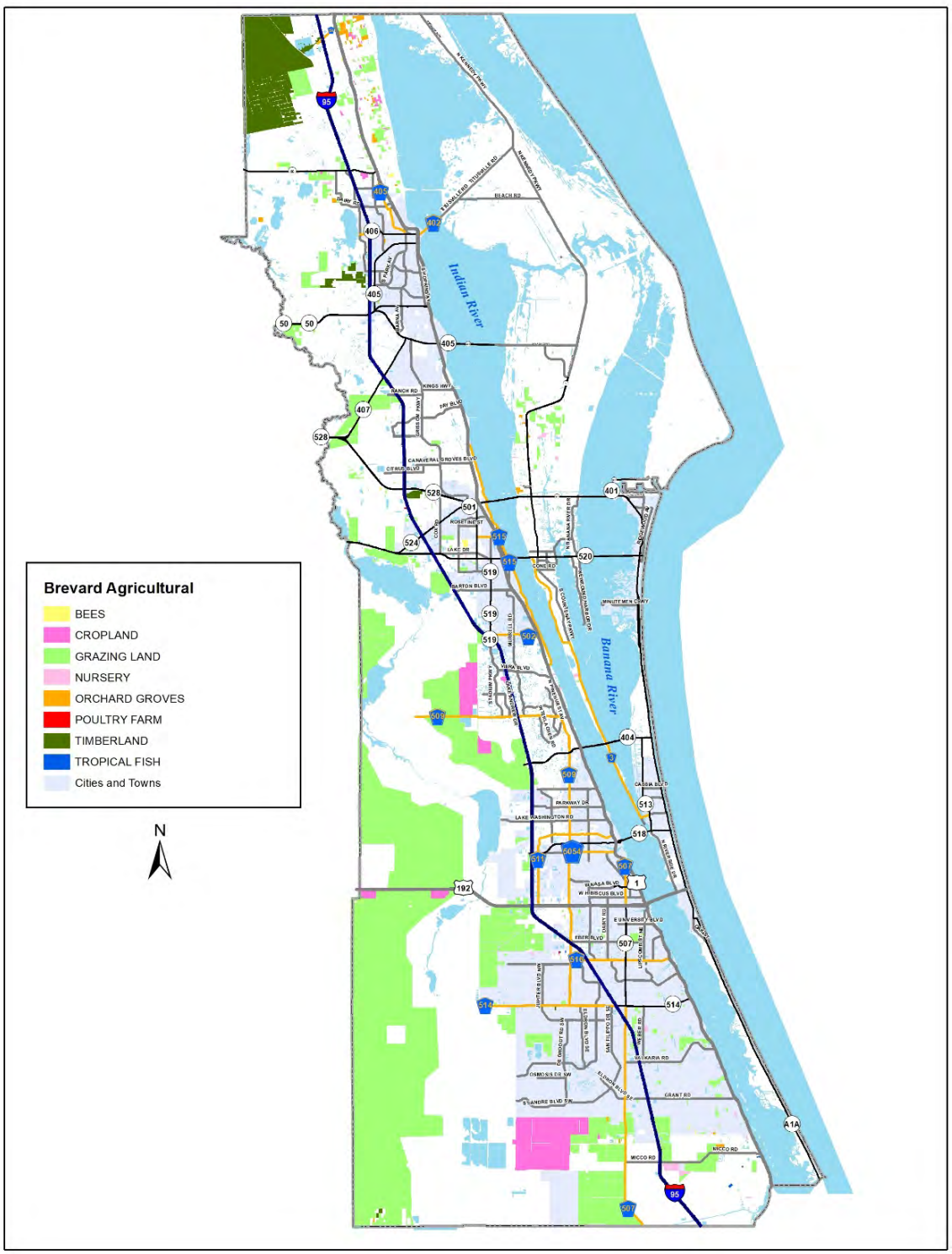
Another notable source of information on the distribution of invasive plants, insects, animals and diseases in Brevard can be found at the University of Georgia's Early Detection and Distribution Mapping system website, http://www.eddmaps.org, known as EDDMapS. The EDDMapS web-based mapping system documents invasive species and disease distribution. The site combines data from other databases and organizations as well as volunteer observations to create a national network of invasive species distribution data that is used by scientists, researchers, land managers, land owners, educators, conservationists, ecologists, farmers, foresters, state and national parks. They also work with the Florida Exotic Pest Plant Council and other Florida universities and organizations on documenting and tracking exotic species. Below is an example of a database verification in Brevard of Brazilian Pepper, one of the most prolific invasive plant species.





In the last 5 years 429 invasive species were recorded showing infestations on 372.5 acres.

A map of the distribution of agricultural lands in Brevard is below.



Hazard Summary	
Hazard	***Frequency of Occurrence***
Agricultural Infestation and Disease	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Florida's natural ecosystems are increasingly coming under attack by invading exotic species which displace native species, thereby degrading the diversity of natural resources.	

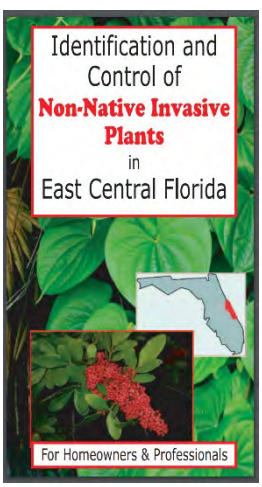
Risks	
People	• Crops being infested to the point where human and animal health is threatened
Property	• Valuable crops may be damaged
Environment	• Significant environmental resources may be lost
Program Operations	• It may change how normal crop operations happen given the impact • It could cause increases in agriculture regulatory inspections
Impacts	
Public and Responders	• Public- Infestation of certain species impacts the local crops and wildlife in Brevard County, effecting citizens.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Commercial growers are extremely vulnerable to financial ruin from exotic pest infestation.
Delivery of Services	• Low, but possible, risk to temporarily disrupt government services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• In the case of a major infestation, certain crops in the county could become scarce, driving up the market price as well as sending the farmers into financial distress.
Environment	• If the infestation isn't dealt with, it could lead to the wide spread death of crops, as well as the spread of disease.

Invasive Species | *Natural Hazards*

Brevard County has one of the most diverse ecosystems in North America due to the rare combination of climates. Brevard County is exposed to a temperate climate to the north and a warm subtropical climate to the south, combining the habitat and environmental needs for a wide variety of animal life. Those same conditions also make good habitat for a number of invasive species.

Brevard County is home to approximately 50 or more threatened or endangered animal species. Due to the rapid rate of development and subsequent habitat loss and fragmentation, some of our most prized wildlife is declining as documented by the Brevard County Natural Resources Management Department. Recognizing the importance of our local wildlife is an important step towards preserving these natural treasures.

Brevard's natural ecosystems are increasingly coming under attack by invading exotic species which displace native species, thereby degrading the diversity of floral and faunal resources. If important natural resources such as mangroves, sea oats, oyster beds, etc. are overrun by these invading species, then the county will be more vulnerable to the consequences of other hazards. With the disappearance of natural barriers, lower impacting hazards will have increasingly stronger impacts on residents, businesses, critical infrastructure and the ability of the County to provide uninterrupted program operations. Faculty members at the University of Florida currently are conducting research and outreach programs to better understand and control these exotic invasive species. Until controls are in place the entire population of Brevard is at risk to the effects of degrading ecosystems. Native species are vulnerable to Invasive species which kill or out compete or destroy habitats, amongst other impacts.



Since plants are the base of the food chain, exotic "takeovers" can jeopardize plant-dependent wildlife and the whole ecosystem. The Florida Exotic Pest Plant Council (FLEPPC) has identified 70 *Category I* non-native invasive species in Brevard that are invading and disrupting native plant communities (2019 list). EDDMapS notes 176 separate invasive plant species found in Brevard County to date. Total record of infestation from all recorded invasive species as recorded in the EDDMaps for the County are 8305 records (7733 with exact location) infesting 6388.82 Acres. Example pest plants found in Brevard include Hydrilla, Brazilian Pepper, Melaleuca, Australian Pine, Kudzu, Air Potato, Cogon

Grass, and Tropical Soda Apple. Many of the listed species are distributed throughout the County and are found in natural and disturbed landscapes. Brevard has published a brochure identifying major invasive plant species aimed at professionals and property owners, so they can assist in the ongoing battle to control and eradicate them.

Brevard County's Non-Native Noxious Invasive Plant Ordinance aids in mitigating the spread of invasive plant species. Brevard County amended its Landscaping and Land Clearing ordinances on May 28, 2002, by adopting ordinance #02-26. These amendments require the removal of targeted non-native noxious invasive plant species during land development and require controlling re-growth of such species in perpetuity.

Though troublesome in other respects, some species (such as feral pigs) are important as prey for native predators (Florida panthers) and serve as an attraction for hunters. However, negative impacts from invasive species include habitat destruction, competition with native species, predation, hybridization, disease and parasites. Brevard mammal pests include the Norway rat, roof rat, house mouse and feral pig. Siting of invasive fish in Brevard include lionfish, and Nile tilapia. Non-native invasive birds that have invaded Brevard include Muscovy ducks, Rock Doves, European starlings, house sparrows, and monk parakeets.

On top of having profound ecological impacts, invasive species cost; these costs include monitoring, testing, management, eradication, and restoration efforts. For instance, insect pests cause an estimated $1 billion in damages in Florida, and many of the worst pests are non-indigenous. According to entomologist Dr. John Capinera, 12-18 invading species become established in Florida annually. These non-natives arrive by flying, walking, swimming, rafting and by stowing away on cargo (often on infested plants commercially imported).

The probability of invasive species continuing to impact Brevard County is considered highly likely, occurring once a year or more.

Hazard Summary	
Hazard	***Frequency of Occurrence***

Invasive Species	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***

Florida's natural ecosystems are increasingly coming under attack by invading exotic species which displace native species, thereby degrading the diversity of floral and faunal resources. Florida has ecosystems not found in the other 47 contiguous states, and it also has more non-native species than any state other than Hawaii. EDDMapS notes 176 separate invasive plant species found in Brevard County to date. Example pest plants include hydrilla, old world climbing fern, melaleuca and Brazilian Pepper. Many of the listed species are distributed throughout the county and are found in natural and disturbed landscapes.

Risks	
People	• Some invasive plant species can affect heath (i.e. Some are allergic to Brazilian Pepper)
Property	• Since many invasive species are mobile they can affect all properties.
Environment	• Reduction in ecosystem health and biodiversity affects us all as humans are part of the chain.
Program Operations	• Land managers should beware that some plants can be harmful, i.e. Some are allergic to Brazilian Pepper.
Impacts	
Public and Responders	• Public- Learn to recognize these species, and report them to the proper control agencies. • Responders- Keep invasive species under control based on guidelines set by your agency.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Possible effect on all properties and natural resources, these species are destructive enough to be considered pests.
Delivery of Services	• Little to no risk to temporarily disrupt government services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.

Economic Condition	• Low risk to economy, but possibility of invasive species effecting crops on local farms, driving prices up.
Environment	• If the infestation isn't dealt with, it could lead to the wide spread death of crops, as well as displacement of natural species.

Seismic Hazards | *Natural Hazards*
Nowhere in Brevard County is there a more than .02g Seismic Zone, rendering people, properties, and the environment reasonably safe area from this hazard. Therefore, earthquake hazards have not been a significant consideration for the mitigation planning process by Brevard Prepares or any of the participating jurisdictions, and therefore will not interrupt services.

Sinkholes and Subsidence | *Natural Hazards*
This hazard does not affect Brevard County's people, properties, and the environment to any great extent and therefore won't interrupt operations and services. Mapping indicates little risk for Brevard County. Risk of sinkhole activity for the entire county is low. Therefore, subsidence hazards have not been a significant consideration for the mitigation planning process by Brevard Prepares or any of the participating jurisdictions.

Space Weather and Geomagnetic Storms | *Natural Hazards*
The sun is the main source of space weather. Sudden bursts of plasma and magnetic field structures from the sun's atmosphere called coronal mass ejections (CME) together with sudden bursts of radiation, or solar flares, all cause space weather effects on Earth.

Space weather hazards include malfunction or even permanent damage of power distribution grids and of telecommunication, navigation and surveillance satellites, disturbances of over-the-horizon (OTH) radar, HF, VHF and UHF communications, surveying and navigation systems that use Global Positioning System (GPS) satellites, surveillance (optical and radar) and satellite tracking. As public safety systems become increasingly technologically reliant, any disruption to those systems could result in an interruption to program operations. There would be no risk to people, property, or the environment beyond the impacts to decreased radio and telephone communications. This hazard has an unknown but rare occurrence level.

For more information on space weather, visit the Florida Division of Emergency Management's web site: http://www.floridadisaster.org/EMTOOLS/spacewx/index.htm

Hazard Summary	
Hazard	***Frequency of Occurrence***
Space Weather/ Geomagnetic Storms	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☒ ***Greater than 500 years***
The sun is the main source of space weather. Sudden bursts of plasma and magnetic field structures from the sun's atmosphere called coronal mass ejections (CME) together with sudden bursts of radiation, or solar flares, all cause space weather effects on Earth.	
Risks	
People	• Injured and sick people that need ambulance services may experience delays
Property	• There is no anticipated risk to properties
Environment	• There is no anticipated risk to the environment
Program Operations	• Communications may be affected
Impacts	
Public and Responders	• Responders- run diagnostic tests on telecommunication, navigation and surveillance satellites, as well as global positioning systems.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Known to damage satellites and other high-tech systems, as well as cause radio blackouts.
Delivery of Services	• Possible impact on delivery of services, due to GPS and satellite interruptions.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Little to no risk to local economy due to frequency of occurrence, however, if it did occur countywide systems would be affected including emergency radio services and every person or business that relies on

	telecommunication navigation and GPS causing widespread economic failure.
Environment	• Geomagnetic Storms can produce elevated radiation aboard aircrafts flying at high altitudes. Although these risks are small.

Tsunami | *Natural Hazards*
Tsunamis, the potentially devastating waves that can follow seismic events are threats to any coastal region. Florida has 1,197 miles of coastline, more than any of the lower 48 States.

Causes in this area include a seismic shift in the Puerto Rico Trench part of the tectonic plates between the Caribbean, North America, and South America. Tsunamis that would affect this area could also be caused by undersea landslides creating an Atlantic ocean-wide tsunami (a.k.a. Tele-tsunami). A Tele-tsunami could also originate from the Azores-Gibraltar Fracture Zone.

Deep ocean Assessment and Reporting of Tsunamis (DART) buoys confirm tsunami propagation. A network of seven DART buoys is in operation within western Atlantic, Caribbean, and Gulf of Mexico. NOAA's Tsunami Warning Centers continuously monitor seismic activity for potential tsunami generation. Tsunami warnings are issued if a magnitude 7 or greater earthquake is detected on or near the coast.

Although tsunamis are an unpredictable, with an unknown and rare occurrence, due to the location of Brevard County, it is vulnerable to tsunami activity; therefore, Brevard County must be prepared for the potential threat.

Brevard County has 72 miles of susceptible shoreline and is a host to many seasonal tourists and could have an estimated 40,000 people affected by tsunami activity. According to the National Weather Service (NWS), an estimated 12,000 residents live within the Tsunami Hazard Zone.



The maximum tsunami we could see in Brevard is 1.5 meters. The danger zone in Brevard County extends 300 feet inland. Should a tsunami affect this area, residents and tourists would evacuate the beach to beyond the 300-foot danger zone (inland of coastal roadways) or

west of Highway A1A and, if evacuation of danger zone is not possible, move to the second floor (at least 15 feet high) of a well-constructed building. In 2011, the City of Indian Harbor Beach became the first “Tsunami Ready” community on the eastern seaboard.

Jurisdictions within the tsunami danger zone include: Cape Canaveral, Cocoa Beach, Satellite Beach, Melbourne Beach, Indian Harbour Beach, Indialantic, and Unincorporated Brevard. There are approximately 24,741 businesses and residences east of Highway A1A in those jurisdictions. Based on tourism numbers a conservative average of daily beach goers is over 10 thousand. Those beachgoers are typically concentrated at crossovers and well-known parks, such as Jetty Park in Cape Canaveral, the Cocoa Beach Pier and Lori Wilson Park in Cocoa Beach, and other parks along the coast.



Because of the rarity of this type of event, the occurrence is greater than 500 years. While tsunamis are a known hazard risk in Brevard, no tsunami has ever occurred in the County.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Tsunami	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☒ ***Greater than 500 years***
Tsunamis, the potentially devastating waves that can follow seismic events are threats to any coastal region. Florida has 1,197 miles of coastline, more than any of the lower 48 States. Causes in this area include a seismic shift in the Puerto Rico Trench part of the tectonic plates between the Caribbean, North America, and South America. Tsunamis that would affect this area could also be caused by undersea landslides creating an Atlantic ocean-wide tsunami (a.k.a. Tele-tsunami). A Tele-tsunami could also originate from the Azores-Gibraltar Fracture Zone.	

Risks	
People	• Those within 300 feet of the ocean at ground floor
Property	• Those within 300 feet of the ocean
Environment	• Flora and Fauna within 300 feet of the ocean
Program Operations	• No operational impacts are anticipated
Impacts	
Public and Responders	• Although tsunamis are an unpredictable, with an unknown and rare occurrence, due to the location of Brevard County, it is vulnerable to tsunami activity; therefore, Brevard County must be prepared for the potential threat.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Jurisdictions within the tsunami danger zone include: Cape Canaveral, Cocoa Beach, Satellite Beach, Melbourne Beach, Indian Harbour Beach, Indialantic, and Unincorporated Brevard. There are approximately 24,741 businesses and residences east of Highway A1A in those jurisdictions.
Delivery of Services	• Disruption of services will occur for businesses located within the Tsunami's effective range.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• High risk to affect future tourism economy, as well as businesses and housing within the Tsunami's susceptible range.
Environment	• The danger zone for a tsunami in Brevard County is only 300 feet, so environmental damage would most likely be minimal.

Dam/Levee Failure | *Natural Hazards*

A dam failure is defined as an uncontrolled release of a reservoir. The causes of dam failures can be divided into three groups: dam overtopping, excessive seepage and structural failure of a component. Despite efforts to provide sufficient structural integrity and to perform inspection and maintenance, problems can develop that can lead to failure.

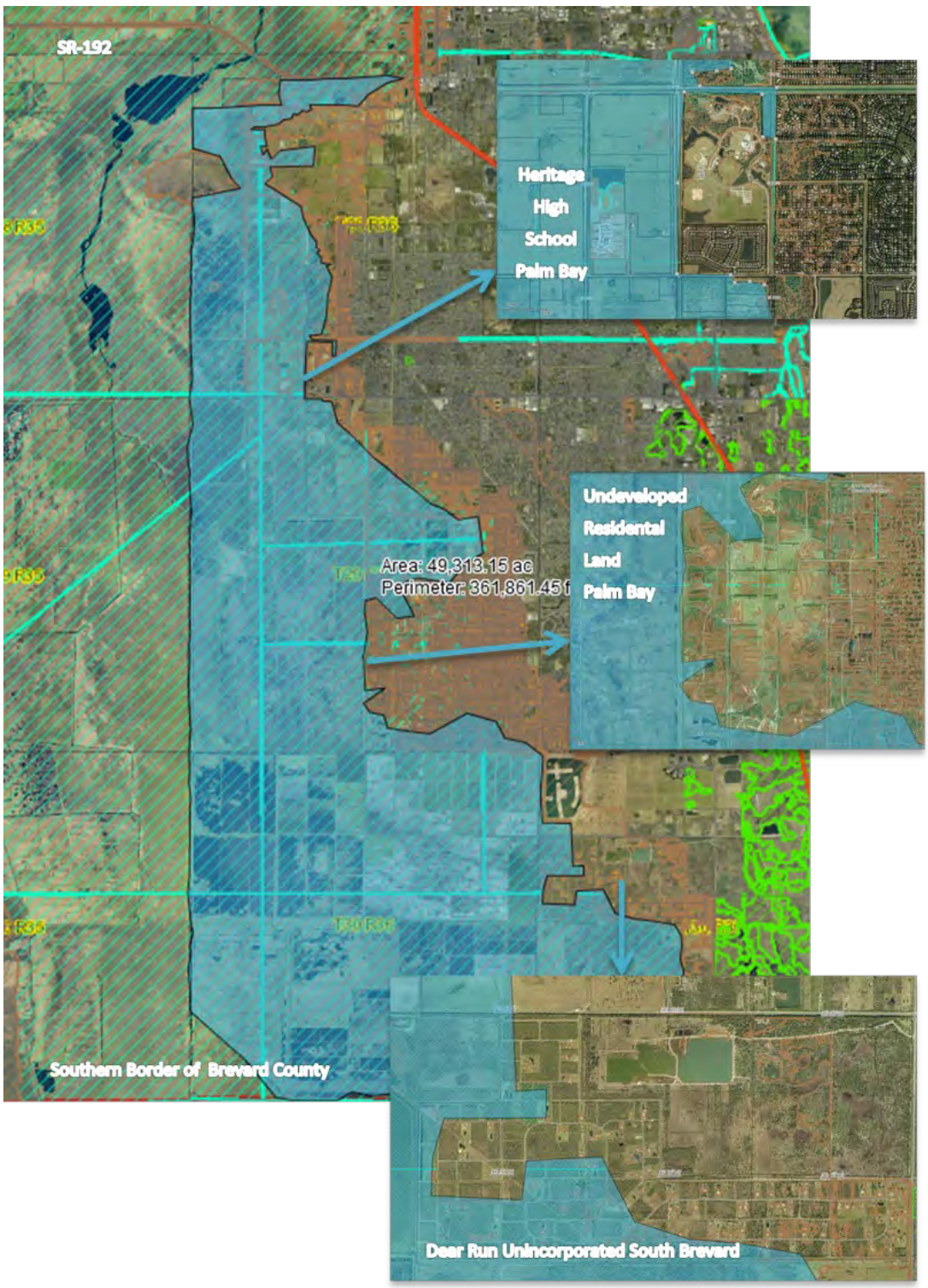
Brevard County has no dams, but there is a weir on Lake Washington in Melbourne. A weir is a barrier across a body of water designed to alter its flow characteristics. The Lake Washington weir is critical to maintaining water levels in the lake, which is one of the area's drinking water supplies. The St. John's River Water Management District (SJRWMD) is responsible for maintaining the weir and in 2007, permanent repairs were made to improve the flow and create a new boat channel. It is anticipated that in any future events, the SJRWMD would coordinate with the Florida Department of Environmental Protection for any emergency repairs.

Since 1977, the SJWMD has actively maintained a federal levee system in the Upper St. Johns River Basin in Brevard and Indian River counties. There are approximately 127 miles of levees in the upper basin, of which 92 miles are federal flood protection levees and 35 miles are District levees. Approximately 30 miles of these levees lie within the jurisdictional boundaries of Brevard County.

The primary purpose of the original Upper St. Johns River Basin Project, when it was authorized by the federal government in the 1950s, was to protect agricultural land. The U.S. Army Corps of Engineers initiated construction of the project in 1966. The operation and maintenance responsibility of much of the federal levee system in the basin was turned over to the District in the late 1970s after the original federal water control project was abandoned.

Today, levees on the east side of the project area protect agricultural lands, a high school and some undeveloped residential parcels in the western Palm Bay; and a subdivision in southern unincorporated Brevard from riverine flooding.
Levees on the west-side of the river are designed to detain water from immediately entering the river. Western-most homes in the northern Palm Bay including the High School and southern Brevard Subdivision, due to their construction date, required finished floor elevations above the 100-year flood. While those structures may see water in yards or have affected septic systems, they would not see water in the

structure or have impeded roadway access as the result of a levee failure. The map below shows those areas.

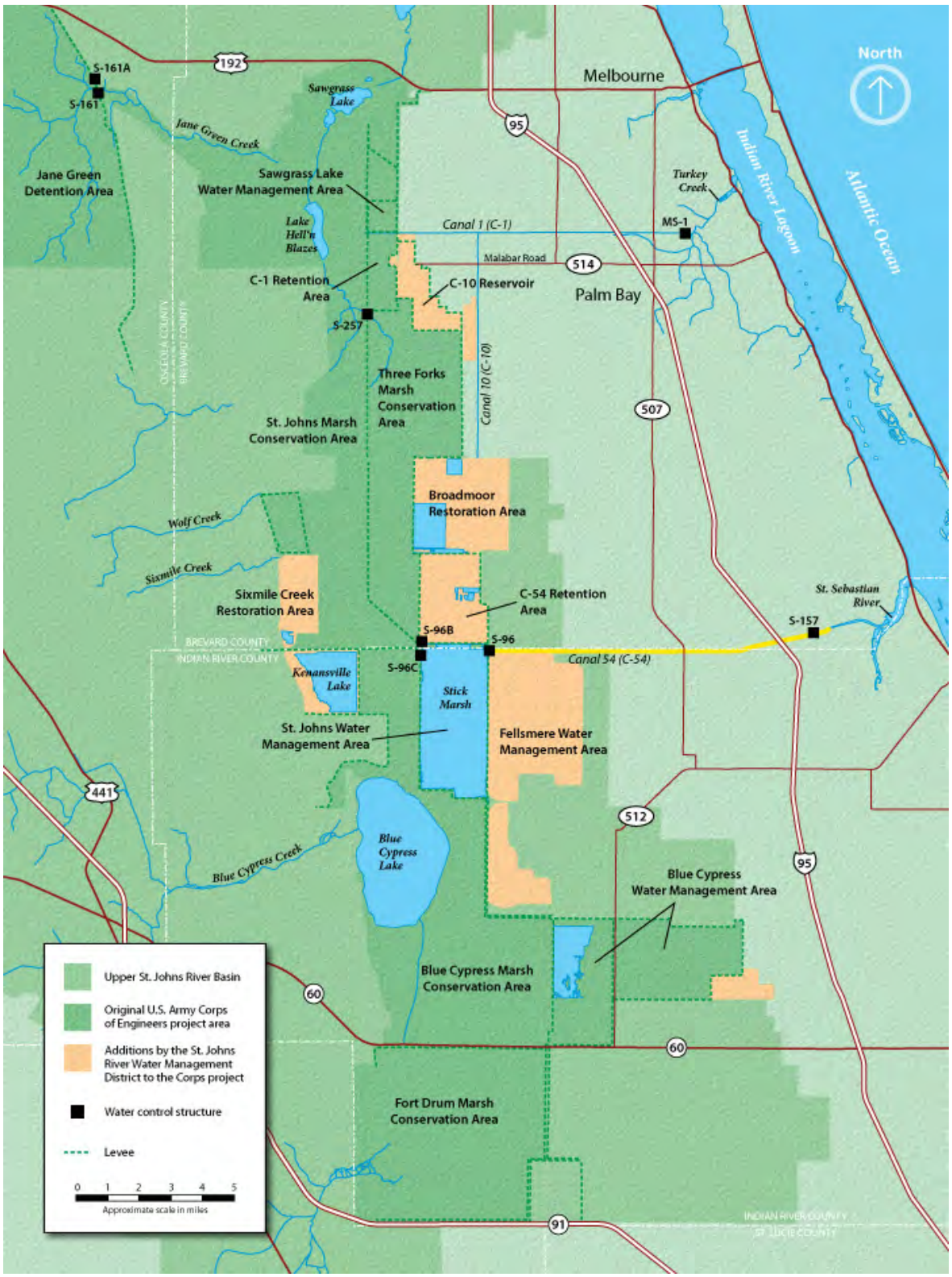


There is no specific data that would indicate depth of flooding for a levee breach in Brevard. However, after discussions with SJRWMD engineers and the county engineer; using SJRWMD technical publication SJ85-3, by Dr. Donthamsetti V. Rao, P. E., and the DFIRM panels and topographic maps for the area, an estimate was determined. The 100-year flood elevation in the area of the levees ranges from 20.5 to 24.6 feet NGVD. The 100 -year floodplain in this area did not take the levees into account so we could expect that those 100-year floodplain areas east of the levees would be affected by a levee breach. The land area east of the levees and within the 100-year floodplain is over 49,000 acres and topography ranges from 10 to 20 ft. NGVD. Most of the acreage is too wet for development and is restricted to development by floodplain regulations as much is well below the 10-year flood elevation of 18.9 to 24.2 NGVD. If there was a catastrophic levee failure which breached down to 10 feet NGVD, and it was left unchecked for prolonged period of time, there could be a range of 0.5 to 14.6 feet of water above ground surface east of the levees. Currently the levees are about 3-feet higher than the 100- year flood elevation.

The SJRWMD conducts annual co-inspections of the federal structures and levees, accompanied by the Army Corps, and produce a status report. Although minor maintenance items exist and must be addressed, all federal and District water control structures are in good working order.

Since construction began in 1988 on the current Upper St. Johns River Basin Project, major storm events have occurred in four separate years: Tropical Storm Gordon in 1994, four hurricanes in 2004, Tropical Storm Fay in 2008 and an October 8, 2011 unnamed storm. These separate and very different events all served to test the project’s flood management efficacy. Historical performance of the project has repeatedly proven that the levees and structures perform at or above expectations during storms and rain events.

The SJRWMD is committed to continuing its work with the Army Corps to ensure maintenance efforts are appropriate and protective of the levee systems. The probability of future weir or levee failures in Brevard County is greater than 500 years. No failure has occurred to the levee system in Brevard County.


North
Melbourne
Palm Bay
Atlantic Ocean
Indian River Lagoon
S-161A
S-161
192
Sawgrass Lake
Jane Green Creek
Jane Green Detention Area
Sawgrass Lake Water Management Area
Lake Hell'n Blazes
Canal 1 (C-1)
Malabar Road
514
95
Turkey Creek
MS-1
C-1 Retention Area
C-10 Reservoir
S-257
Three Forks Marsh Conservation Area
St. Johns Marsh Conservation Area
Canal 10 (C-10)
507
Broadmoor Restoration Area
Wolf Creek
Sixmile Creek
Sixmile Creek Restoration Area
C-54 Retention Area
St. Sebastian River
S-157
S-96B
S-96
S-96C
BREVARD COUNTY
INDIAN RIVER COUNTY
Canal 54 (C-54)
Kenansville Lake
Stick Marsh
St. Johns Water Management Area
Fellsmere Water Management Area
441
512
Blue Cypress Lake
Blue Cypress Creek
Blue Cypress Water Management Area
Blue Cypress Marsh Conservation Area
60
Fort Drum Marsh Conservation Area
91
Upper St. Johns River Basin
Original U.S. Army Corps of Engineers project area
Additions by the St. Johns River Water Management District to the Corps project
Water control structure
Levee
0 1 2 3 4 5
Approximate scale in miles

Hazard	Frequency of Occurrence
Dam/Levee Failure	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☒ ***Greater than 500 years***

A dam failure is defined as an uncontrolled release of a reservoir. The causes of dam failures can be divided into three groups: dam overtopping, excessive seepage and structural failure of a component. Despite efforts to provide sufficient structural integrity and to perform inspection and maintenance, problems can develop that can lead to failure.

Risks	
People	•
Property	•
Environment	•
Program Operations	•

Impacts	
Public and Responders	• Public- Clear the immediate disaster area and be on the lookout for any updates on the situation. • Responders- the St. John's River Water Management District will coordinate with the Florida Department of Environmental Protection for any emergency repairs.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• There are approximately 127 miles of levees in the upper basin, of which 92 miles are federal flood protection levees and 35 miles are District levees. Approximately 30 miles of these levees lie within the jurisdictional boundaries of Brevard County.
Delivery of Services	• Little to no disruption to the delivery of services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Low risk to economy, but possibility if businesses are in the area of the dam failure.
Environment	• Low risk to the environment.

1.9.9 **Technological Hazards**

Technological hazards include those that are caused by man-made technological advancements, although some can be a result of natural hazards in specific circumstances.

Hazardous Materials | *Technological Hazards*

Hazardous materials are materials that if released, can pose a threat to human health or the environment. Hazardous material releases can cause acute or chronic health effects, damage to property, expensive cleanup/contractor costs, serious injury and even death. Hazardous materials are stored and transported throughout the East Central Florida area in various quantities. The storage of hazardous materials ranges from residential storage of household products to bulk storage of large volumes for industrial purposes. Hazardous materials are transported by various methods such as railcars, barges and trucks. For purposes of this study, only those locations where the bulk storage of hazardous materials is present will be addressed because the amount of bulk storage material affects its potential risk.

The release of a hazardous material during handling would most likely be the initial responsibility of the facility or carrier. If the release could not be contained by the facility or carrier, then resources would need to be mobilized to remediate the release. Immediate action must be taken to respond to the release to preserve health and safety and reduce the impact to the neighboring community and the environment. Hazardous material releases in highly populated areas could result in evacuation or “shelter-in-place” situations.

Brevard County has many facilities and operations, both public and private, where significant quantities of hazardous materials are present. The space industry poses a unique challenge to Brevard County. The county also has several major roadways, railroad routes and marine port facilities that support transportation of large quantities of hazardous materials. As sources of hazardous materials releases, fixed-facilities and transportation routes are often in close proximity to populated areas, significant property development and very valuable environmental resources important to the human and economic well-being of the county. Due to the continuous presence of hazardous materials being transported or stored in and around Brevard County, hazardous materials events of varying magnitudes are considered highly likely future events.

The worst-case scenario would involve the release of a highly toxic hazardous material near a highly populated area. Local hazmat specialty teams would likely be taxed and

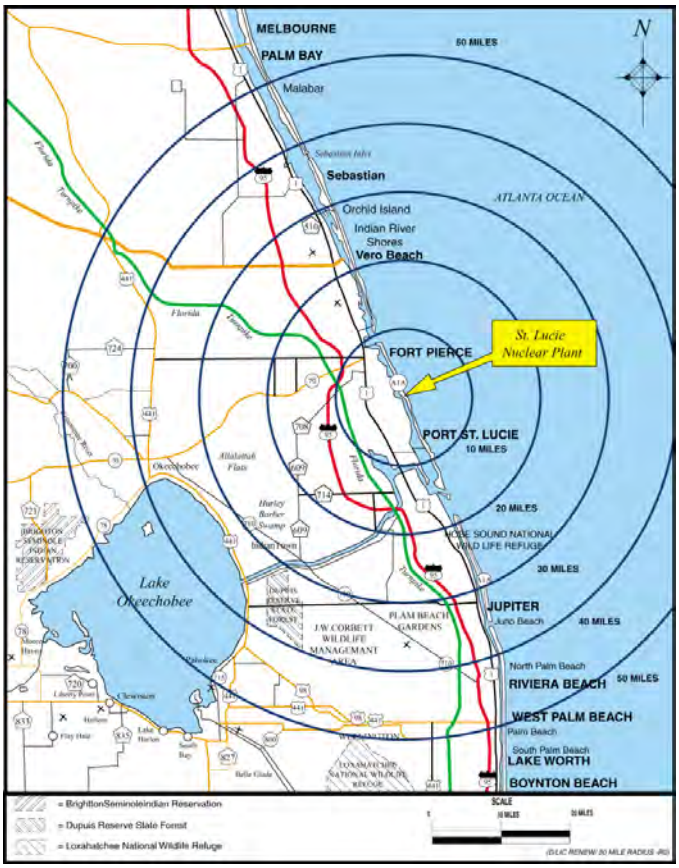
require additional outside support. Acute medical care facilities would be overwhelmed. Mass decontamination would be required; contamination of first responders, response vehicles, and medical treatment centers would exponentially complicate response actions. The hazardous material could potentially leach into the soil and affect the water supply. It could potentially take months or years to fully clean up a hazardous material release or spill. In the event of a worst-case scenario, responders from Orange, Volusia and Martin Counties would be available for assistance if need be.

Brevard County has a Hazardous Materials Response Plan Annex as part of its Comprehensive Emergency Management Plan; documentation is available upon request.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Hazardous Materials (includes hazard –specific effects : Bulk Fuel Tank, Radiological Release, Rail Transportation Incident & Oil spill)	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☒ ***500 years or less*** ☐ ***Greater than 500 years***
471 hazardous materials events were reported to the State Watch Office from January 2016 to date. 6.8 percent of these reports involved evacuation of individuals from the area of impact.	
Risks	
People	•
Property	•
Environment	•
Program Operations	•
Impacts	
Public and Responders	• Public- Can cause acute or chronic health effects, damage to property, serious injury, and even death. • Responders- Extremely High Risk, would require mass decontamination, as well as a lengthy and complicated clean up and restoration effort.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• High impact to property, facilities, and infrastructure, the hazardous material could potentially leach into the soil and affect the water supply. It could potentially take months or years to fully clean up a hazardous material release or spill.

Delivery of Services	• Low, but possible, risk to temporarily disrupt government services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• There are also potential short-term and long-term economic impacts
Environment	• High impact to those areas directly affected by the hazardous materials, low to medium risk outside of immediate disaster zone.

Radiological Incident | *Technological Hazards*



A radiological incident is the uncontrolled release of radioactive material that can harm people or damage the environment. The United States has had only one major commercial nuclear power plant incident. In 1979, the Three Mile Island facility near Harrisburg, Pennsylvania had a partial meltdown that prompted stringent regulations and response guidelines. Other incidents have occurred, but these have been infrequent and have caused few off-site consequences.

Brevard County is located outside of the Plume Exposure Pathway (10-mile radius) of the Florida Power and Light Nuclear Power Generating Station in St. Lucie County, in which shelter in place or evacuation would be the immediate protective actions. The southern end of the county is located in the Ingestion Pathway Zone (50-mile radius), including portions of Palm Bay, Malabar, Grant-Valkaria, and unincorporated Brevard County; impacts to this area following a Plant accident may be ingestion related. Embargos may be placed on foodstuffs grown or raised within the area, if contaminated with radiation. In addition to providing assistance within operations in the 50-mile ingestion pathway, Brevard also hosts evacuees from the 10-mile Plume Exposure Pathway.

Another radiological concern for Brevard County would be an on-pad or low-altitude launch accident during a space launch or landing involving a Major Radiological Source (MRS). The principal risk to the population would be from inhalation or ingestion of radiation contaminants.

Of primary concern for each radiological hazard mentioned is that of perceived threat to life from a catastrophic event. Prevention and control of large crowds will reduce the

number and severity of additional incidents that divert or overwhelm local emergency response agencies.

The overall probability of a radiological incident in Brevard County remains extremely low. The County has a Radiological Contingency Plan and Radiological Launch Plan; documentation is available upon request.

Mars 2020 Rover - Perseverance



Hazard Summary	
Hazard	***Frequency of Occurrence***
Radiological Incident	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
A radiological incident is the uncontrolled release of radioactive material that can harm people or damage the environment. There are several sources of this hazard in Brevard. First a transportation incident involving a radiation source is the most likely	

occurrence. The next involves stationary industrial sources which there are several given the number of space and military contractors. Brevard is within 50-miles of the St. Lucie Nuclear Power Plant. Finally, there are periodic Space Launches that utilize a radiation source to either power payload equipment or various onboard equipment.	
Risks	
People	• Panic and potential contamination
Property	• Loss of productive agriculture
Environment	• Loss of hunting and fishing
Program Operations	• Long term cleanup efforts
Impacts	
Public and Responders	• Public- Listen to local and state health officials, and take all the necessary steps to be protected against internal and external contamination and exposure. • Responders- Provide all relevant information to the public, and make sure to provide sheltering, monitoring, and decontamination to keep the public safe.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major radiological disaster.
Property, Facilities, and Infrastructure	• Local hospitals and clinics may become over whelmed • Facilities and infrastructure may become contaminated.
Delivery of Services	• Any medical services that would be routinely supplied would most likely be overwhelmed due to worried well. • Supply chains would be interrupted • Economic downturn would affect the region • Embargos may be placed on foodstuffs grown or raised within the area, if contaminated with radiation
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Temporary health care facilities and reception centers would have to be activated and staffed by professionals. • Overall, the economic consequences of the event would be substantial.
Environment	• Significant impact on the environment.

Railroad Transportation Incident | *Technological Hazards*

Brevard County includes heavily used roadways and railroads with a total of 146 railroad crossings. At this time there are no current rail stops in the county. A rail incident presents a potential scene where wreckage, victims and survivors may be strewn over a wide area. It can be further complicated by hazardous cargo. An incident can occur in a populated area or in an inaccessible area. In the likelihood that a passenger rail line travels through Brevard County, a rail incident response plan allows proactive planning and preparation for that eventuality.

The following table shows high traffic railroad crossings in Brevard County that are along the Florida East Coast Railway line. The table sorts the crossings by Annual Average Daily Traffic (AADT) and Truck Annual Average Daily Traffic as a method of identifying crossings with the highest risk parameters.

High Traffic Railroad Crossings and Average Daily Traffic in Brevard County

Road Name	Local Street Name	Jurisdiction	AADT	Truck AADT	% Truck Volume	Speed Limit
S.R. 50	Cheney Highway	Titusville	12100	1258	10.4%	35
S.R. 405	NASA Causeway	Titusville	13600	435	3.2%	55
S.R. 528	Beachline Expressway	Cocoa	35000	2730	7.8%	60
See Local Name	Michigan Avenue	Cocoa	12300	369	3.0%	45
S.R. 520	King Street	Cocoa	31000	2046	6.6%	35
See Local Name	Barton Boulevard	Rockledge	12500	563	4.5%	35
C.R. 502	Barnes Boulevard	Rockledge	11200	616	5.5%	45
S.R. 404	Pineda Causeway	Palm Shores	40000	2000	5.0%	45
See Local Name	Post Road	Melbourne	12100	545	4.5%	35
See Local Name	Lake Washington Road	Melbourne	13400	603	4.5%	NA
C.R. 511	Aurora Road	Melbourne	11200	504	4.5%	40
S.R. 518	Eau Gallie Boulevard	Melbourne	18900	1285	6.8%	35
See Local Name	Sarno Road	Melbourne	14600	1022	7.0%	35
See Local Name	Babcock Street	Melbourne	21000	756	3.6%	35
S.R. 508	NASA Boulevard	Melbourne	17900	591	3.3%	35
See Local Name	Hibiscus Boulevard	Melbourne	13100	590	4.5%	35
See Local Name	Lincoln Avenue	Melbourne	15700	1978	12.6%	30
See Local Name	S. East Palm Bay Road	Palm Bay	26000	884	3.4%	35
S.R. 514	Malabar Road	Malabar	11800	791	6.7%	30

Source: FDOT --- Roads are listed north to south

Although it is difficult to determine the probability of a significant railroad accident, the table above table summarizes locations where such accidents could potentially post a greater risk. The County recently updated its plan for a railroad incident, and information concerning this type of hazard can be provided upon request.

Bulk Fuel Incident | *Technological Hazards*
Like hazardous chemical incidents, bulk fuel incidents generally occur without warning, are a life-threatening situation for residents and require a quick and thorough response from fire, HazMat and emergency response crews immediately following an incident. In the event of a bulk fuel spill or containment scenario, a quick response is critical due to the risk posed to human life and the risk of chemical exposure to secondary sources, such as water sources or sewage systems. In Brevard County, much of the risk from bulk fuels comes from Port Canaveral, where quantities of bulk fuels are moved. A number of companies run operations in Brevard County, including Glover Oil Company, TransMontaigne, Florida City Gas, Florida Gas and Seaport Canaveral Corporation.

Oil Spills | *Technological Hazards*
Oil spills may occur for a variety of reasons, including oil tanker leak, pipeline failure, and compromised oil rigs. As learned from the Deepwater Horizon incident in April 2010, oil spills can have massive impacts on the environment, public health and the local economy.

Although there are currently no offshore oil rigs that would likely impact Brevard County from the Caribbean Sea or the Atlantic Ocean, efforts to drill for oil offshore are ongoing in both Cuba and the Bahamas and should be monitored. Recent legislative changes in Florida supporting oil exploration illustrates that there are no guarantees that spills will not happen near our beaches. In the event of another incident in the Gulf of Mexico, the concern would be for oil to travel via the Gulf Stream to the eastern coast of Florida.

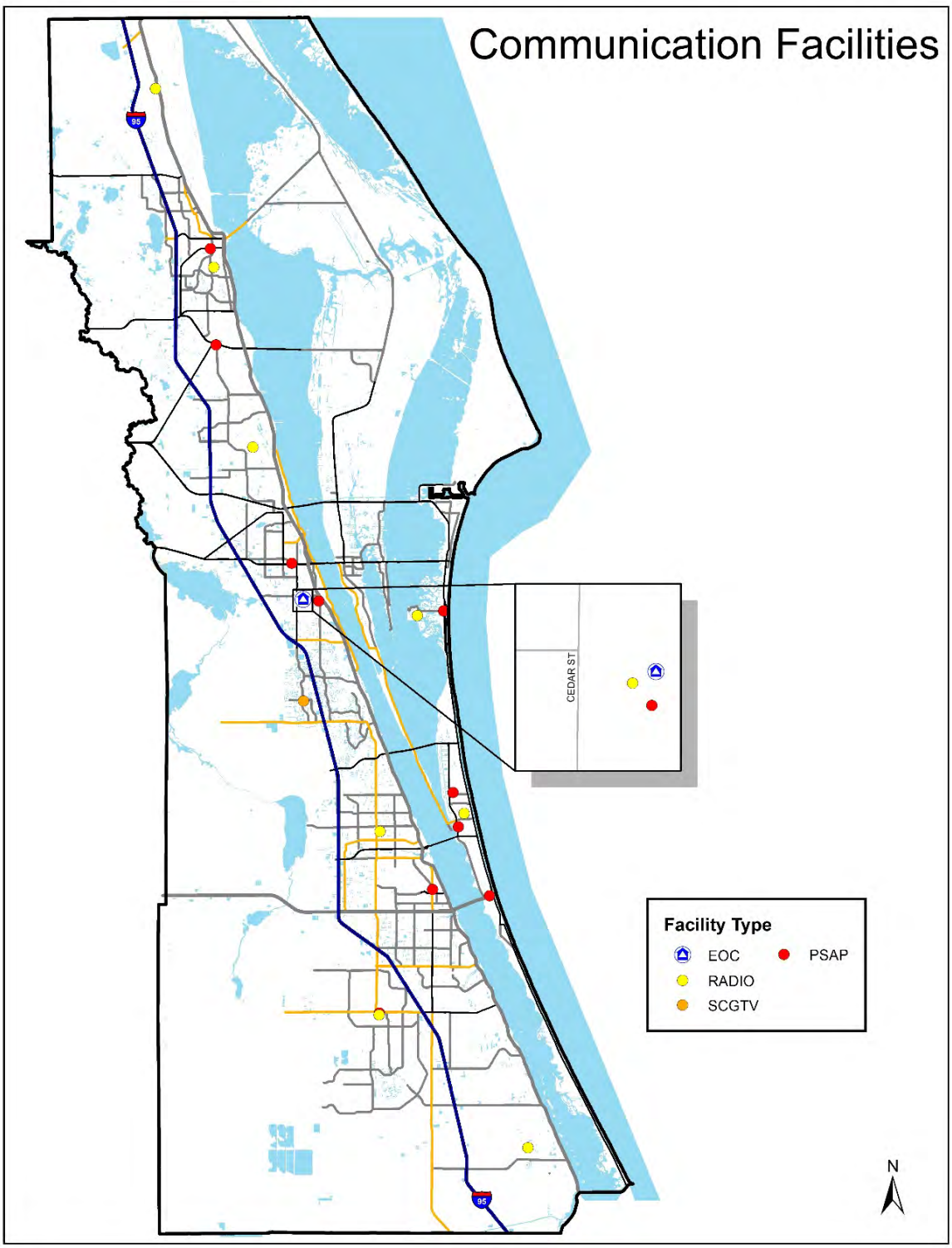
There have been several minor oil spills at Port Canaveral: in 2010, 420 gallons of oil spilled in the water during a transfer from ship to barge. These oil spills tend to be cleaned up quickly and may have a small impact on port traffic or operations. The businesses located in and near Port Canaveral could potentially be minimally impacted during the mitigation process. The probability of future oil spills of varying degrees occurring in Brevard County is considered likely. In a typical year the county will experience near 100 spills – most of them small.

Communications Failure | *Technological Hazards*

Communication failure is defined as the severe interruption or loss of private and or public communications systems, including but not limited to transmission lines, broadcast, relay, switching and repeater stations as well as communications satellites, electrical generation capabilities, and associated hardware and software applications necessary to operate communications equipment. These disruptions may result from equipment failure, human acts (deliberate or accidental), or the results of natural or human made disasters.

A communications failure would affect essential facilities and the day to day operations of local government as well as the business community. Sites of concern would range from dispatch agencies, satellite uplink and downlink sites, internet service provider sites, and the telecommunication industry switching sites. Interruptions in day to day communications would create problems for businesses, public agencies, citizens and emergency services. There are no environmental concerns. The probability of communications failure in Brevard County is infrequent, with a once in 25 year or less occurrence.

Problems encountered by Brevard County and its municipalities would range from minor inconveniences to loss of production and revenues for businesses. Emergency services could face more serious consequences, as poor or nonexistent communications could escalate what would have been a minor emergency into a disaster situation. The following map shows key communication facilities in Brevard County.



Source: Brevard County Emergency Management 2020

Hazard Summary	
Hazard	***Frequency of Occurrence***
Communications Systems Failure	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Communication failure is defined as the severe interruption or loss of private and or public communications systems, including but not limited to transmission lines, broadcast, relay, switching and repeater stations as well as communications satellites, electrical generation capabilities, and associated hardware and software applications necessary to operate communications equipment.	
Risks	
People	• Problems for businesses, public agencies, citizens and emergency services
Property	• Damage to broadcast, relay, switching and repeater stations as well as communications satellites
Environment	• There are no environmental concerns
Program Operations	• affect essential facilities and the day to day operations of local government as well as the business community
Impacts	
Public and Responders	• Responders - Number one priority is to get communications up and running as soon as possible. • Responders issue statements to calm the public while working together with multiple agencies to solve the problem.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• A communications failure would affect essential facilities and the day to day operations of local government and business. Sites of concern would range from dispatch agencies, satellite uplink and downlink sites, internet service provider sites, and the telecommunication industry switching sites. Interruptions in day to day communications would create problems for businesses, public agencies, citizens and emergency services.
Delivery of Services	• Disruption in communications would lead to an interruption in services, depending on the medium by which it is provided.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Problems encountered by Brevard County and its municipalities would range from minor inconveniences to loss of production and revenues for businesses.
Environment	• No significant impact on the local environment.

Prolonged Utility Failure | *Technological Hazards*
Power failure can result from a variety of related causes, including sagging lines due to hot weather, flashovers from transmission lines to nearby trees and incorrect relay settings. According to the electric utility industry's trade association, the potential for such disturbances is expected to increase with the profound changes now sweeping the electric utility industry.

To address times when generating capacity is tight, or falls below consumer demand due to State or local emergencies, the Florida Electrical Emergency Contingency Plan was developed. Alerts have been created to give early warning of potential electricity shortfalls and bring utilities, emergency management officials and the general public to a state of preparedness.

Power failure can have the following potential impacts on Brevard County: electrical power outage, surface and air transportation disruption, potable water system loss or disruption, sewer system outage, telecommunication system outage, human and health safety, psychological hardship, economic disruption and disruption of community services. All municipalities are at equal risk for prolonged power outages; however, some communities may be restored more quickly than others depending on other high priority locations with which they share a grid. Emergency Management operations could be impacted by a prolonged utility failure; however, alternative redundant resources are available. There are no environmental concerns. The probability of prolonged utility failure in Brevard County is considered possible with a once a year or more occurrence.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Prolonged Utility Failure	☒ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Power failure can result from a variety of related causes, including sagging lines due to hot weather, flashovers from transmission lines to nearby trees and incorrect relay settings. According to the electric utility industry's trade association, the potential for such disturbances is expected to increase with the profound changes now sweeping the electric utility industry. Water utilities could be affected.	
Risks	
People	• Those who are power dependent are at risk, psychological hardships, food preservation, and communications issues

Property	• Secure facilities would have issues with gates and doors.
Environment	• Lift stations may lose power and affect the environment
Program Operations	• In the increasing use of VOIP phones communication failures would disrupt operations along with A/C and computers, cell phones, etc. • Widespread economic impacts
Impacts	
Public and Responders	• To address times when generating capacity is tight, or falls below consumer demand due to State or local emergencies, the Florida Electrical Emergency Contingency Plan was developed. Alerts have been created to give early warning of potential electricity shortfalls and bring utilities, emergency management officials and the general public to a state of preparedness.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Power failure can have the following potential impacts on Brevard County: electrical power outage, surface and air transportation disruption, potable water system loss or disruption, sewer system outage, and telecommunication system outage.
Delivery of Services	• Power failure would interrupt services briefly, but not in a serious way.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• A prolonged utility failure could cause economic hardship, depending on the length of the outage, but most businesses would be fine because of emergency plans in place for this specific situation.
Environment	• No significant impact on the local environment.

1.9.10 Societal Hazards

Societal hazards are hazards that are created by humans or hazards that directly impact humans by means other than a natural or technological incident. The societal hazards covered in this report include terrorism, pandemic, mass casualty, transportation incidents and civil disorder.

Terrorism | *Societal Hazards*

A terrorist incident could involve a wide variety of materials or actions, or combinations of materials and actions. These could range from uncomplicated incidents impacting soft targets, to highly complex incidents with very widespread physical or economic consequence impacting visible, high priority targets. The response to such an incident would require specialized personnel and resources beyond the capabilities of Brevard County and its municipalities, and require assistance from mutual aid organizations, adjacent counties, the State of Florida and the Federal government. A “cyber terrorist attack” could also result in extensive disruption to computer networks, telecommunication systems or Internet services, and be intended to cause severe or widespread economic damage and/or physical impacts in the community. As this is a societal hazard, there are limited environmental concerns.

Brevard County has many facilities and systems that are “Critical Infrastructure” whose continued and uninterrupted operation is necessary for the health, safety and well-being of the community. These facilities could be considered potential targets for a terrorist attack and an attack on these locations could have important and potentially widespread consequences for adjacent neighborhoods or the community. Vulnerability of the county and its municipalities to the consequences of a terrorist attack on these facilities or systems is due to the potential for the following to occur:

- Disruption to the ability to initiate and sustain emergency response operations
- Increased safety risks to the community from the release of hazardous materials or dangerous substances
- Disruption to the ability to maintain all types of governmental functions, including law and order, public safety, education, and similar critical operations
- Threats to institutions serving large numbers of individuals with higher vulnerability to the health and safety consequences
- Threats to the economic vitality of the community and its businesses
- Damage or disruption to components of the transportation or utility infrastructure resulting in additional physical or economic consequences

The probability of a terrorism event occurring in Brevard County is considered as an unknown but anticipated occurrence. Brevard County has a Terrorism Response Annex as part of the Comprehensive Emergency Management Plan; documentation is available upon request.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Terrorism	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☒ ***500 years or less*** ☐ ***Greater than 500 years***
Florida has many targets of opportunity for Terrorists—political, industrial, historical, and military. South Florida experienced an Anthrax outbreak in 2001. In addition, several terrorist plots directed at Florida residents have been thwarted in recent years.	
Risks	
People	• Safety risks to the community from an active shooter or the release of hazardous materials or dangerous substances
Property	• Threats to institutions serving large numbers of individuals
Environment	• The release of hazardous materials or dangerous substances could also impact the environment, some for long periods
Program Operations	• Critical Infrastructure whose continued and uninterrupted operation is necessary for the health, safety and well-being of the community • Threats to the economic vitality of the community
Impacts	
Public and Responders	• Public- High risk to both health and safety of the public, including damage to government and residential buildings, as well as possible danger from the release of hazardous materials. • Responders- High risk of being affected, both by hazardous materials, as well as ballistics or explosives.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Would be completely dependent on what was targeted, and the magnitude of the attack
Delivery of Services	• Depending on what the type of attack was, Delivery of Services would come to a crawl or even a possible halt, a cyber-attack could even stop the mailing system.

Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Long term economic impacts of a terrorist attack depending on the severity, many businesses would have to close or relocate.
Environment	• In the case of terrorists using a CBRNE, there would be widespread environmental ruin in the area affected.

Pandemic/Epidemic | *Societal Hazards*
Pandemics typically occur in waves lasting anywhere from six to eight weeks. As immunity is developed within a population, the virus will recede for a period of 8-12 weeks. The virus will then reemerge slightly mutated for another wave lasting six to eight weeks. This process repeats during a pandemic two to three times.

Symptoms of pandemic influenza vary depending on the virulence of the strain but mirror typical seasonal symptoms including: fever, coughing, sore throat, congestion, headaches, soreness in the muscles and joints, chills and fatigue. During a pandemic, these symptoms can be severe resulting in hospitalizations and death.

The severity of pandemic influenza has varied in the past, but estimates range from an infection rate of 30 to 40 percent. Mortality rates will depend on the virulence of the strain. The 1918 strain has an estimated mortality rate of three percent of infected persons. Special populations to consider are those with weakened immunity such as infants and the elderly, those with an autoimmune disease and individuals with respiratory complications. However, pandemics in the past have also affected those with healthy immunity such as young adults because of the massive immune response certain strains have generated.

The most effective strategy to combating pandemic influenza is vaccination. However, since a pandemic is caused by a novel strain, it is likely vaccine will not be available for the first wave and sometimes not until the middle of the second wave. Alternate strategies for mitigation include the use of antiviral medication, antibiotics for bacterial pneumonia often associated with influenza, social distancing and public health hygienic practices. However, some conditions that have been recorded in Brevard County, including West Nile Virus and Dengue Fever, require more serious treatment and containment.

It is considered that populated areas throughout the county and all of its jurisdictions are at risk from human disease. Disease is not a risk to the physical or operational integrity of any type of structure. However, high absenteeism could threaten the operating capabilities of businesses, industries, institutions and government agencies. In the event of a pandemic, medical and health care facilities would be overwhelmed, with local care not readily accessible to those in need. Fatalities would significantly increase. Public safety would be compromised due to illness among public safety and security agencies. Quarantine and isolation techniques would be imposed, requiring a significant enforcement challenge. Temporary health care facilities and field hospitals would have

to be activated and staffed by professionals from outside the county. Overall, the human and economic consequences of the event would be very substantial. Environmental influences, such as mosquitos, standing water, etc. can serve as contributing or exacerbating factors to pandemics/epidemics.

The probability of a pandemic or an epidemic occurring in Brevard County is considered possible with a 100 year or less occurrence. Brevard County has a Pandemic Plan Annex as part of the Comprehensive Emergency Management Plan; documentation is available upon request.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Pandemic/Epidemic	☐ ***Once a year or more*** ☒ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
Pandemics typically occur in waves lasting anywhere from six to eight weeks. As immunity is developed within a population, the virus will recede for a period of 8-12 weeks. The virus will then reemerge slightly mutated for another wave lasting six to eight weeks. This process repeats during a pandemic two to three times.	
Risks	
People	• Entire population is at risk, especially those with underlying health issues
Property	• Social distancing my affect certain properties
Environment	• No significant impact on the environment
Program Operations	• Social distancing may be warranted which will affect many aspects of normal life
Impacts	
Public and Responders	• Public- Listen to local and state health officials, and take all the necessary steps to be protected against the disease. • Responders- Provide all relevant information to the public, and make sure to use quarantines and antibiotics to stop the spread of disease.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Local hospitals may become over whelmed • Facilities where there are large gatherings
Delivery of Services	• Any medical services that would be routinely supplied would most likely be interrupted because of the pandemic as well as supply chains. • Facilities catering to special populations may be affected.

	• Areas where there are large gatherings, hospitality, and conference Industry
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Temporary health care facilities and field hospitals would have to be activated and staffed by professionals from outside the county. Overall, the human and economic consequences of the event would be substantial.
Environment	• No significant impact on the environment.

Mass Casualty | *Societal Hazards*
A mass casualty incident (MCI) is any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties.

Brevard County is a major terminal area for both air and marine transportation, one of the major tourist ports in the world, and home of the only viable worldwide spaceport. Characteristics include heavily used roadways and railroads. Large volumes of toxic, explosive and flammable substances pass through Brevard County. The probability of disasters involving mass casualties resulting from an aircraft crash, port or cruise ship incident, highway, or rail accident in Brevard County is considered probable with a once a year or more occurrence. The cascading consequences from the source of an MCI pose the only risk to the surrounding environment.

Brevard County has a Mass Casualty Response Annex as part of its Comprehensive Emergency Management Plan; documentation is available upon request.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Mass Casualty	☒ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☐ ***Greater than 500 years***
A mass casualty incident (MCI) is any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties.	
Risks	
People	• A large number of people would be injured or killed depending on the incident level
Property	• Property could be damaged during an MCI
Environment	• The environment could be damaged depending on the incident cause
Program Operations	• Fire Rescue and Hospitals may be overwhelmed
Impacts	
Public and Responders	• Public- do not panic, and wait for clear instructions from the first responders before you act. • Responders- Make sure to know the severity of the incident before arriving on scene.

Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Depending on the type of Mass Casualty Incident, the county could experience a loss of materials used in nuclear plants, or a decline in tourism, if the accident involved a cruise ship.
Delivery of Services	• Size/severity of the event would dictate its effect on delivery of services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• As with any large-scale disaster, we would see a decline in tourism that might stunt the county economically.
Environment	• Minor impact to environment if disaster is chemical in nature.

Transportation Incidents | *Societal Hazards*

Disruption of highway systems, mass transit or commercial and industrial modes of transportation can strangle traffic and can affect the productivity of an urban area and its residents. Inter-dependencies exist between transportation and nearly every other sector of the economy. A failure to the transportation infrastructure is defined as a shutdown of a segment of the transportation sector.

Most significant transportation incidents are the effects of natural or technological hazards. Operator error or equipment malfunction is typically an isolated event; however, these isolated events can also result in mass casualties.

Urban areas are dependent on a maintained and functioning transportation system for it to carry out daily activities and major accidents can have a significant cascading impact on the short-term efficiency of an area and program operations.

I-95 in the state of Florida is considered one of the most dangerous roads in the United States in terms of crash incidence and overall fatalities. The National Highway Transportation Safety Administration discovered that from 2004 to 2008, there were 765 deaths on Florida's 382-mile I-95 network, an average of 1.73 accidents per mile during

that time span. A total of 118 fatalities, or 15.4% of the statewide total, occurred in Brevard County from 2004 to 2008.

A secondary source of risk for transportation incidents in Brevard County is the presence of Port Canaveral is the second-busiest cruise port in the world, with millions of visitors annually. It also encompasses cargo and naval operations.

The probability of future transportation incidents in Brevard County is considered highly likely with a once a year or more occurrence. The cascading consequences from the source of an incident pose the only risk to the surrounding environment.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Transportation Accidents	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☒ ***500 years or less*** ☐ ***Greater than 500 years***
Disruption of highway systems, mass transit or commercial and industrial modes of transportation can strangle traffic and can affect the productivity of an urban area. Inter-dependencies exist between transportation and nearly every other sector of the economy. A failure to the transportation infrastructure is defined as a shutdown of a segment of the transportation sector.	
Risks	
People	• May affect large number of people dependent on the mode of transportation
Property	• There is a risk of infrastructure damage
Environment	• Cascading consequences from the source may affect the environment
Program Operations	• Operations would be affected if infrastructure is damaged.
Impacts	
Public and Responders	• Public- Report any incidents you witness to the local authorities and be sure to stay a safe distance. • Responders- Police and medical response will be based on the severity of the incident; all have proper training on this situation.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• Personal property, such as cars or trucks, are most likely to be damaged in this kind of incident, but corporate owned property like ships and trains cannot be ruled out.
Delivery of Services	• Most likely to not effect delivery of services except for in the most extreme of cases.

Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• Disruption of highway systems, mass transit or commercial and industrial modes of transportation can strangle traffic and can affect the productivity of an urban area. Inter-dependencies exist between transportation and nearly every other sector of the economy.
Environment	• No significant impact on the environment.

Civil Disorder | *Societal Hazards*

Civil disorder is the result of groups or individuals within the population feeling, rightly or wrongly, that their needs or rights are not being met, either by the society at large, a segment thereof, or the current overriding political system. Civil disturbances can also occur in reaction to political movements or special events that attract large crowds, or as a result of an unemployment or economic crisis. Mass gatherings can pose a risk to public infrastructure, modes of transportation, and program operations. When groups or individuals disrupt the community to the point where intervention is required to maintain public safety, the event has become a civil disturbance.

Civil disturbance spans a wide variety of actions and includes, but is not limited to, labor unrest, strikes, civil disobedience, demonstrations, riots, prison riots or rebellion leading to revolution. Triggers could include racial tension, religious conflict, unemployment, a decrease in normally accepted services or goods, such as extreme water, food, or gasoline rationing, or unpopular political actions. The most common type of civil disturbance is riots. Riots can cause extensive social disruption, loss of jobs, death, and property damage. The loss and damages may result from those involved in the action or initiated by authorities in response to the perception of a potential threat.

There have been no recorded instances of large, unlawful civil disturbances in Brevard County that have exceeded the ability of existing law enforcement resources and partnering agencies to suppress and control. Aside from existing operations planning and ongoing security preparedness efforts, there is little that may be done in terms of hazard mitigation. The cascading consequences from civil disorder pose the only risk to the surrounding environment. The probability of civil disorder occurring in Brevard County is greater than 500-year probability of occurrence.

Hazard Summary	
Hazard	***Frequency of Occurrence***
Civil Disorder	☐ ***Once a year or more*** ☐ ***25 years or less*** ☐ ***100 years or less*** ☐ ***500 years or less*** ☒ ***Greater than 500 years***
Civil disorder is the result of groups or individuals within the population feeling, rightly or wrongly, that their needs or rights are not being met, either by the society at large, a segment thereof, or the current overriding political system.	
Risks	
People	• This is a risk that emanates from people
Property	• Property may be damaged by individuals that take part in the disorder
Environment	• The environment may be affected by individuals
Program Operations	• Operations may be suspended or increased depending on the sector of the community
Impacts	
Public and Responders	• Public- Stay inside and be very careful when in close proximity to Civil Disorder, you could be harmed • Responders- Follow the protocol set by your agencies to handle the situation accordingly.
Continuity of Operations and Program Operations	• Brevard County and Primary ESF agencies are responsible to provide for continuity of operations and have plans in place to provide essential services following a major disaster.
Property, Facilities, and Infrastructure	• The most common type of civil disturbance is riots. Riots can cause extensive social disruption, loss of jobs, death, and property damage. The loss and damages may result from those involved in the action or initiated by authorities in response to the perception of a potential threat.
Delivery of Services	• A large-scale case of Civil Disorder would cause a huge disruption in the delivery of services.
Public's Confidence in Jurisdiction's Governance	• Elected Officials and members of the Policy Group are ultimately held responsible for recovery from a major disaster. • Their approval may decline if the recovery is not progressing quickly enough or if emergency response is not done well.
Economic Condition	• An economic downturn, if not collapse, would occur if a large-scale Civil Disorder took place.
Environment	• Impact on environment due to spreading of fires caused by riots.

Jurisdictional Hazard Ranking

The following table illustrates the top three hazards as identified by each jurisdiction:

Jurisdiction	Number One	Number Two	Number Three
Cape Canaveral	High Winds	Storm Surge	Lightning
Cocoa	High Winds	Hazardous Materials	Utility Failure
Cocoa Beach	Lightning	High Winds	Flooding
Grant-Valkaria	High Winds	Flooding	Wildfire
Indialantic	High Winds	Storm Surge	Utility Failure
Indian Harbour Beach	High Winds	Storm Surge	Utility Failure
Malabar	Wildfire	Flooding	Utility Failure
Melbourne	Lightning	High Winds	Utility Failure
Melbourne Beach	High Winds	Storm Surge	Lightning
Palm Bay	Flooding	Wildfire	High Winds
Palm Shores	High Winds	Lightning	Utility Failure
Rockledge	High Winds	Hazardous Materials	Utility Failure
Satellite Beach	High Winds	Storm Surge	Lightning
Titusville	High Winds	Flooding	Lightning
West Melbourne	High Winds	Lightning	Utility Failure
Unincorporated Brevard County	High Winds	Lightning	Utility Failure
Brevard Public Schools	High Winds	Lightning	Utility Failure
Port Canaveral	Storm surge	High Winds	Utility Failure

1.9.11 Jurisdiction Policies for Control of Vulnerabilities

An important aspect of the vulnerability assessment process has been to determine if the local jurisdictions have policies, plans, codes or requirements in place that are intended to avoid or minimize the vulnerability of the community to the hazards that threaten it. These policies and programs can take many forms, such as building and land use codes, hazard mitigation and emergency response plans, requirements for facility operations and maintenance, etc. If local governments' policies, plans and requirements effectively address the hazards posing the greatest risk to the community, then the vulnerability to future disasters can be reduced.

These mitigation-related policies were discussed in the previous versions of the plan and, updated information is in Appendix V of this plan. Appendix V lists the policies applied to development which expand and improve jurisdictional resiliency. Jurisdictional resiliency coupled with the initiative projects improve each jurisdiction's capabilities. As this is a living document this information will continue to be updated outside the review cycle and inserted into the local mitigation strategy as appropriate.

Just like the vulnerability assessment process being undertaken by Brevard Prepares for facilities, systems and neighborhoods, the assessment of the extent to which the policy framework responds to the hazards of concern is another vehicle to identify the need for mitigation initiatives. In this case, however, the mitigation initiatives proposed by a participating local government jurisdiction would be non-structural in concept, i.e., the development of new plans, codes or policies to address the identified hazards and to reduce the present or future vulnerabilities of the community. The following section describes some of the ways policies are employed by Brevard County and its jurisdictions to control specific hazard vulnerabilities.

High Winds

The jurisdictions of Brevard County have implemented at least 60 policies that mitigate the effect of High Winds. As can be seen from the tables below, a majority of policies fall into the areas of building code, evacuation routes and those regulating mobile or manufactured housing in some way. Although not all jurisdictions listed "building code" in their policy analysis, all use the Florida Building Code as their standard. Indian Harbour Beach states that hazard mitigation regulations will be reviewed and enforced as they relate to building practices. Melbourne Beach refers to anchoring new construction and substantial improvements. Titusville has a regulation that any alteration, repair, reconstruction or improvement to a structure must protect human life. Palm Bay also states that new construction or substantial improvements must use methods to minimize damage. West Melbourne mentions updating and enforcing building codes to ensure safe and healthful structures.

To facilitate evacuation, Indian Harbour Beach shall limit development that would increase hurricane evacuation times, and Melbourne, Palm Shores and Palm Bay have similar policies to protect evacuation routes by considering population density. Several, but not all jurisdictions have policies in place to ensure that the time duration for evacuation to shelters does not increase with new development.

Police and fire departments will coordinate with the County in evacuating Titusville; Rockledge mentions evacuating the recreational vehicle park. The county will determine the priority of road improvements by evacuation times/volume/capacity. In Satellite Beach, it is the responsibility of recreational park management to notify occupants to

evacuate, and the city is to correlate coastal population densities with BCEM's evacuation plans.

There were at least 21 citations regarding mobile or manufactured housing in the policy framework, many of which refer to anchors and tie-downs. Cape Canaveral prohibits placement of mobile and manufactured housing outside of parks or neighborhoods designated for this purpose. In Cocoa, all mobile and manufactured housing must be located on masonry and tied down. Further, in Cocoa Beach, the city shall inventory and identify structures to consider for purchase should they be 50% or more destroyed in an emergency. In Palm Shores, the mobile and manufactured housing stands shall not settle under weight of the structure, and existing mobile and manufactured housing parks are encouraged to upgrade through code enforcement. In the event of any conflict between regulations, the county states that the more restrictive regulations shall prevail. In addition, new mobile and manufactured housing, or recreational vehicle development, is not permitted on the barrier islands. Satellite Beach bans mobile and manufactured housing within the city. Structures that are not hurricane-resistant are prohibited in Malabar.

Other considerations in mitigating high wind events are protecting the public from flying debris such as signage or trees limbs. Indialantic has two policies regarding signage, one of which states that all shall be able to withstand the force of 120 mph winds. Trees shall be kept pruned and trimmed to prevent hazards to persons in Cape Canaveral; Palm Bay may remove from its property trees or limbs unsafe to public utilities; and Satellite Beach refers to debris removal in its city code. These kinds of policies should be replicated in other jurisdictions.

The following table illustrates policies directed at high wind mitigation:

Policies for High Winds Mitigation						
Jurisdiction	***Signs***	***Building Code***	***Trees/ debris***	***Dunes***	***Shelter***	***Overhead wires***
Cape Canaveral		1	1			
Cocoa						
Cocoa Beach						
Indialantic	2					
Indian Harbour Beach		1				

Policies for High Winds Mitigation						
Jurisdiction	***Signs***	***Building Code***	***Trees/ debris***	***Dunes***	***Shelter***	***Overhead wires***
Malabar		1				
Melbourne		1				
Melbourne Beach		1				
Melbourne Village	1	1	1			
Grant-Valkaria	Uses BC COMP Plan					
Palm Bay		1	1		2	
Palm Shores						
Rockledge		1				
Satellite Beach			1	1		
Titusville		5			1	
West Melbourne		2				
Brevard County Unincorporated						1

The following table illustrates additional policies, as well as plans and actions concerning high winds mitigation:

Policies for High Winds Mitigation					
Jurisdiction	***Mobile Home Regulations***	***Evacuation***	***Study***	***Plan***	***Drills***
Cape Canaveral	1				

Policies for High Winds Mitigation					
Jurisdiction	*Mobile Home Regulations*	*Evacuation*	*Study*	*Plan*	*Drills*
Cocoa	1				
Cocoa Beach	1				
Indialantic		1			
Indian Harbour Beach		1			
Malabar					
Melbourne		2		1	
Melbourne Beach					
Grant-Valkaria	Uses BC COMP				
Palm Bay	2	2			
Palm Shores	2	1			
Rockledge	5	1		1	
Satellite Beach	7	3			
Titusville		1		1	
West Melbourne					
Brevard County Unincorporated	2	2	1	1	1

Examples of non-structural initiatives that might strengthen the policy framework are plans or procedures for: pre-hurricane preparation of a facility or system, relocation to an alternative operational site, or removal and storage of valuable contents, etc.

Lightning

Although Brevard County has incurred occasional damage from wildfires or power outages caused by lightning, as well as occasional deaths or injuries, only one policy

could be construed as aimed directly at mitigating the effects of lightning. Unincorporated Brevard County stated, “The franchisee shall maintain wires, cables and all other real and personal property and facilities constituting the system in good repair during the term of the franchise.”

In addition, there were only four policies identified concerning Major Fire-Wildland. Some possible non-structural initiatives to remedy this situation, would be to prepare and implement educational programs in urban and wildfire safety, develop codes or policies for improved wildfire mitigation or develop a plan for periodic vegetative fuels reduction on undeveloped lands in the county.

Other more focused non-structural options to remedy this deficit are to develop plans, policies or procedures for suspension of operations during a lightning episode; damage assessment and operation restoration after a lightning strike; a plan for equipment/facility protection during lightning episodes; alternative locations for operations; or a policy of routine testing of all lightning protection equipment or systems.

Flooding

The vast majority of mitigation-related policies included in the strategy - more than 400 - are for flood mitigation. Many policies crossover more than one category listed below, such as: avoidance of new construction in wetlands. All jurisdictions have instituted policies controlling the destruction and/or encroachment into wetlands, thus preventing any increase in flooding risk caused by new development.

Those communities, where applicable, have also addressed protection or restoration of dunes for retention purposes by recognizing the protection from floodwaters these natural barriers provide to the population. (Some of the policies relating to dunes also may be listed under “Landslide/Erosion”.)

Examples include:

- Direct future incompatible land uses away from protected wetlands
- Promote construction of boardwalks to protect dunes and wetlands
- Working towards acquiring vacant shoreline
- No new construction permitted that threatens the dune systems or beach
- Coastal development that does not alter tidal flushing/circulation patterns
- Protection of natural salinity levels in estuarine areas

Jurisdictions of Brevard County will also have to plan for the effects of the Biggert-Waters Act, which could lessen the number of residents within the county with flood insurance.

The following table illustrates if and how many policies Brevard County and its jurisdictions have for flood mitigation:

Policies for Flood Mitigation						
Jurisdiction	*Dunes*	*Wetlands*	*Building Codes*	*Avoidance*	*Drainage*	*Mobile Home Regs.*
Cape Canaveral		1	3		5	
Cocoa		3	3	3	5	
Cocoa Beach	2	2	5	2		
Indialantic	1	1	1	1	1	
Indian Harbour Beach	2	2	9	2	6	
Malabar	4	28	5	4		
Melbourne	3	6	19	5	9	4
Melbourne Beach	2	1	5	1	3	
Melbourne Village						
Grant-Valkaria	Uses BC COMP					
Palm Bay		10	12	4	3	4
Palm Shores		2	2	1	2	1
Rockledge	1	1	23	10	12	2
Satellite Beach	2	4	8	16	27	4
Titusville		3	17	13	13	2
West Melbourne		3	3	1	7	
Brevard County Unincorporated		2	26	6	12	3

Every jurisdiction reported has building codes restricting the placement of, the elevation of or requirements to control the flotation or lateral movement of structures in any flood risk area.

The jurisdictions have also demonstrated consistency in establishing elevation standards, although they vary among jurisdictions. Depending upon reference to wave, tide, or inland flood plain, jurisdictions have required the lowest floor to be elevated to or above base flood elevation, (up to 12 inches above Base Flood Elevation in one jurisdiction). As well, jurisdictions have implemented policies to enable construction to resist flood damage, examples include having the crown of the road above Base Flood Elevation (BFE) and to have no utilities installed below BFE.

The strongest mitigation effort reducing future or expanded risk to flood prone areas, is implementing risk avoidance.

Avoidance action items include:

- Restrictions for building new facilities in exposed areas
- Provisions that development must not degrade current conditions
- Development in the 10-25 year floodplain shall not result in loss of flood storage
- Granting a variance will not result in increased flood heights
- Development within flood-prone areas are not to negatively impact adjacent land
- No financial support for new local transportation corridors in Coastal High Hazard Areas
- No sanitary sewer or transmission lines in Coastal High Hazard Areas
- Prohibits construction in ocean bluff protection area
- Town-funded public facilities shall not be built in Coastal High Hazard Areas
- Noticing potential home buyers are notified that property is in a flood area
- Prohibits expenditures for development or redevelopment east of Coastal Construction Control Line
- Minimizes the need for rescue and relief efforts associated with flooding
- Avoiding Public subsidization of infrastructure in Coastal High Hazard Zones
- Encouraging retention of floodplain as an open space preserve

Some policies relating to drainage issues are:

- County shall develop regulations to ensure drainage is not affected
- Stormwater management systems to employ Best Management Practices
- Stormwater runoff shall be adequately treated on roadway systems
- County to determine feasibility of innovative stormwater treatment methods
- Initiating drainage needs assessment where flooding occurs
- Maintain storm sewers to reduce maintenance dredging along canals
- Determine feasibility of updating stormwater treatment facilities

- Protect drainage functions by controlling grading, runoff rate and direction
- New construction or reconstruction must retain the first ½" runoff
- Encourage diversion of stormwater runoff to recharge areas
- Reduce point sources of direct stormwater discharge into water bodies
- Prevent or regulate construction of flood barriers which will unnaturally divert floodwaters, or which may increase flood hazards to other lands

Another important area to examine is how mobile or manufactured homes are addressed in the policy framework. At least seven jurisdictions mentioned some regulations, such as:

- Anchoring and tying down manufactured homes
- New mobile and manufactured home and recreational vehicle park development not permitted on barrier island
- Prohibiting the placement of mobile and manufactured homes except in an existing mobile or manufactured home parks or subdivisions
- Encouraging existing mobile and manufactured home parks to upgrade through code enforcement

Brevard County has a particular interest in participation in the federal floodplain-mapping project and the Community Rating System (CRS), in order to assist homeowners and businesses with decisions about property vulnerability and flood insurance. The National Flood Insurance Program (NFIP) allows property owners in the 100-year flood zone to acquire federal flood insurance policies on their land, which is subject to flood hazards. By participating in the CRS, a FEMA program, residents are qualified for reduced rates on flood insurance, which vary depending on level of activities the jurisdiction performs to reduce its flood potential.

A summary of participation in flood-related activities is shown in the following table:

Flood Related Activities							
Community Name/Number	***CRS Entry Date***	***Current Effective Date***	***Current Class****	***% Discount for SFHA*****	***% Discount for Non-SFHA******	***Status ********	***NFIP***
Brevard County 125092	10/01/91	10/01/10	7	15	5	C	Yes
Cape Canaveral 125094	10/01/93	05/01/13	8	10	5	C	Yes
Cocoa 120020	10/01/94	10/01/04	10	0	0	R	Yes
Cocoa Beach 125097	10/01/94	10/01/04	8	10	5	C	Yes
Grant-Valkaria 120224	No						Yes
Indialantic 125115	No						Yes
Indian Harbour Beach 125116	No						Yes

Flood Related Activities							
Community Name/Number	***CRS Entry Date***	***Current Effective Date***	***Current Class****	***% Discount for SFHA*****	***% Discount for Non-SFHA******	***Status *********	***NFIP***
Malabar 120024	No						Yes
Melbourne 120025	10/01/93	05/01/13	8	10	5	C	Yes
Melbourne Beach 125128	No						Yes
Melbourne Village 125125	No						Yes
Palm Bay 120404	10/01/93	05/01/12	7	15	5	C	Yes
Palm Shores 120612	No						Yes
Rockledge 120027	10/01/91	10/01/13	8	10	5	C	Yes

Flood Related Activities							
Community Name/Number	***CRS Entry Date***	***Current Effective Date***	***Current Class****	***% Discount for SFHA*****	***% Discount for Non-SFHA******	***Status ********	***NFIP***
Satellite Beach 120028	10/01/92	5/1/12	10	0	0	R	Yes
Titusville 125152	10/01/92	5/1/11	7	15	5	C	Yes
West Melbourne 120335	No						Yes

Source: October 2019 CRS manual

All jurisdictions are continuing their participation in these programs, and a few expressed interested in being part of the Community Rating Scale program, but were hampered by lack of staff to oversee the program. Most jurisdictions have flood insurance information available online or at city or town offices for their residents.

These are the flood insurance statistics for Brevard County as of August 2018 and repetitive loss properties as of December 2019:

Flood Insurance Statistics				
Community Name	***Policies In-Force***	***Insurance In-Force Whole***	***Written Premium In-Force***	***Number of NFIP Insured Repetitive Loss Properties***
Brevard County	23,259	6,603,690,300	9,830,743	78 Residential 3 Commercial 0 Institutional
Canaveral Port Authority	17	8,897,900	31,944	0 Residential 1 Commercial (at Port Canaveral) 0 Institutional
Cape Canaveral	3,248	625,109,200	975,787	3 Residential 0 Commercial 0 Institutional
Cocoa Beach	6,461	1,336,147,300	2,371,963	2 Residential 1 Commercial 0 Institutional
Cocoa	469	116,762,900	204,001	5 Residential 0 Commercial

Flood Insurance Statistics				
Community Name	***Policies In-Force***	***Insurance In-Force Whole***	***Written Premium In-Force***	***Number of NFIP Insured Repetitive Loss Properties***
				0 Institutional
Grant-Valkaria	365	110,621,700	200,733	8 Residential 0 Commercial 0 Institutional
Indialantic	805	225,668,200	348,945	3 Residential 0 Commercial 0 Institutional
Indian Harbour Beach	1,890	497,765,500	650,029	1 Residential 0 Commercial 0 Institutional
Malabar	213	65,283,600	105,146	4 Residential 0 Commercial 0 Institutional
Melbourne Beach	750	227,545,400	376,475	4 Residential 0 Commercial 0 Institutional
Melbourne Village	44	13,419,000	16,662	0 Residential

Flood Insurance Statistics				
Community Name	***Policies In-Force***	***Insurance In-Force Whole***	***Written Premium In-Force***	***Number of NFIP Insured Repetitive Loss Properties***
				0 Commercial 0 Institutional
Melbourne	4,145	1,179,672,400	1,736,178	21 Residential 1 Commercial 0 Institutional
Palm Bay	3,036	844,222,600	1,221,932	15 Residential 0 Commercial 0 Institutional
Palm Shores	54	16,597,000	19,341	0 Residential 0 Commercial 0 Institutional
Rockledge	1,101	319,989,500	417,990	0 Residential 0 Commercial 0 Institutional
Satellite Beach	2,130	628,817,400	813,844	2 Residential 0 Commercial 0 Institutional

Flood Insurance Statistics				
Community Name	***Policies In-Force***	***Insurance In-Force Whole***	***Written Premium In-Force***	***Number of NFIP Insured Repetitive Loss Properties***
Titusville	1,367	370,804,500	580,448	1 Residential 0 Commercial 0 Institutional
West Melbourne	1319	399,211,000	492,062	8 Residential 0 Commercial 0 Institutional

Source: FEMA NFIP, Policy and Claim Statistics for Flood Insurance
https://bsa.nfipstat.fema.gov/reports/1011.htm#FLT

It is important to note that the Brevard County mitigation planning process intentionally encourages participating jurisdictions to continue to assess this information and to propose non-structural mitigation initiatives for the plan to strengthen their mitigation policy and program framework. The policies, codes and plans identified here are not an exhaustive list, and efforts will be made to update this information for the new planning cycle since most jurisdictions are simultaneously submitting new Comprehensive Plans and other plans to reviewing bodies. At that time, there can be further examination of the relationship between the mitigation strategy and other planning efforts as well.

Since modifications or enhancements to the policy and program framework are typically the responsibility of individual jurisdictions, where applicable, modifications to existing plans and programs in order to improve the policy framework of the jurisdictions for control of risks and vulnerabilities may be proposed as mitigation initiatives.

1.10 MITIGATION GOALS, OBJECTIVES, AND ACTIONS

This section of the Brevard County Local Mitigation Plan describes the goals and objectives established by Brevard Prepares, and the completed and anticipated actions for implementation and maintenance of this plan in an ongoing effort to achieve these goals.

1.10.1 Develop Goals and Objectives for the Mitigation Plan

Brevard Prepares has established a number of goals and objectives to guide its work in the development of this plan. The goals and objectives help to focus the efforts of the group in the mitigation planning effort to achieve an end result that matches the unique needs, capabilities and desires of the participating jurisdictions. For purposes of this update, the overarching mitigation goals and objectives established by Brevard Prepares did not changed. However, emphasis by the State on flood mitigation influenced jurisdictions to prioritize submit grant applications to buy flood prone properties and drainage projects this cycle. The following are a list of all goals and objectives.

1. The disaster-resistant economy will be strengthened
    a. Local government will establish programs, facilities and resources to support business resumption activities by impacted local businesses and industry
    b. Local government emergency response and disaster recovery plans will appropriately consider the needs of key employers in the community
    c. Local government will encourage community businesses and industries to make their facilities and operations disaster resistant
    d. Components of the infrastructure needed by the community's businesses and industries will be protected from the impacts of disaster

2. Local government in partnership with the community will continue to develop, implement and maintain effective mitigation programs
    a. The capability to effectively utilize data and information related to mitigation planning and program development including "lessons learned"
    b. The effectiveness of mitigation initiatives implemented in the community will be measured
    c. Outreach programs to gain participation in mitigation programs by business, industry, institutions and community groups will be developed and implemented
    d. The community's public and private sector organizations will partner to promote hazard mitigation programming throughout the community
    e. Local elected governing bodies will promulgate the local mitigation plan and support community mitigation

3. The health, safety and welfare of our disaster-resistant community will be maintained
    a. Local governments will establish and enforce building and land development

codes that are effective in addressing the hazards
b. Land use policies, plans, and regulations will discourage or prohibit inappropriate location of structures or infrastructure
c. Local government will ensure that hazard mitigation needs and programs are given appropriate emphasis
d. Regulations will be established and enforced to ensure that public and private property maintenance is consistent with minimizing vulnerabilities to disaster
e. Designated evacuation routes will be relocated, retrofitted or modified to remain open before, during and after disaster events, and vehicle access routes to key areas will remain open.
f. The potential for infrastructure system failure because of or during a disaster will be minimized through routine maintenance
g. Local government will support key employers in the community in the implementation of mitigation measures for their facilities and systems
h. Facilities in the community posing an extra health or safety risk when damaged or disrupted will be made less vulnerable to the impacts of a disaster
i. Programs for removal, relocation or retrofitting of vulnerable structures and utilities in hazard areas will be established and implemented
j. There will be adequate resources, equipment and supplies to meet victims' health and safety needs after a disaster
k. Adequate systems for notifying the public at risk and providing emergency instruction during a disaster will be available
l. Local governments will protect high hazard natural areas from new or continuing development
m. Local jurisdictions will participate fully in the National Flood Insurance Program and the associated Community Rating System
n. Reconstruction and rehabilitation of structures and utilities in the community will incorporate appropriate hazard mitigation techniques

4. Public education will be enhanced to increase the level of disaster awareness

a. The community will be periodically updated regarding local efforts in mitigation planning and programming
b. The owners and operators of businesses and industries in the community will be knowledgeable in appropriate techniques
c. Managers of public facilities will be knowledgeable in hazard mitigation techniques and the components of the community's mitigation plan
d. All interested individuals will be encouraged to participate in hazard mitigation planning and training
e. The public living or working in defined hazard areas will be aware of that fact, understand their vulnerability and know appropriate techniques
f. Education programs in risk communication and hazard mitigation will continue to be established and implemented

The goals were established by the Brevard Prepares Steering Committee in 2004 and then formally adopted. These goals continue to guide the work of Brevard Prepares.

The goals selected are related to the broad mitigation needs and capabilities of the communities involved, rather than addressing a specific hazard type or category. Therefore, the Brevard County mitigation goals and objectives, by definition, are “multi-hazard” in scope and can be described as statements of the desired “mitigation-related capabilities” that will be present in each participating jurisdiction in the future as the goals are achieved.

1.10.2 Using a “Goal-Based” Planning Process

The goals established by Brevard Prepares are considered to be broad, general guidance that define the long-term direction of the planning. As indicated in the list of goals and objectives attached to this section, each goal statement has one or more objectives that provide a more specific framework for actions to be taken by Brevard Prepares and its participants. The objectives define actions or results that can be placed into measurable terms by Brevard Prepares, and translated into specific assignments by the Steering Committee for implementation by the participating jurisdictions and associated agencies and organizations.

The objectives selected by Brevard Prepares are intended to create a specific framework for guiding the development of proposed mitigation initiatives for incorporation into the plan. Whenever feasible, the planning participants have attempted to associate each proposed mitigation initiative with the objective statement the initiative is intended to achieve. By associating a mitigation initiative with a specific objective, the proposed initiative is also, of course, intended to help achieve the broader goal statement to which the objective corresponds. Proposing mitigation initiatives that are consistent with the selected objectives is a principal mechanism for the participants to achieve the stated goals of the mitigation-planning program.

As the Brevard County Local Hazard Mitigation Strategy is reviewed and updated by Brevard Prepares participants, the goals and supporting objective statements are also reviewed to ensure they are still applicable to meeting the unique needs, interests and desires of the community. The following goals and objectives were reviewed for this update, and it was determined to continue to plan towards these mitigation goals:

1.10.3 Addressing Known Risks and Vulnerabilities

A logical consequence of having determined the hazards and amount of risk from each to the participating jurisdictions, and having assessed facilities and neighborhoods for their vulnerabilities to those hazards the involved agencies and organizations have the information at hand with which to propose initiatives addressing both known vulnerabilities and established goals. Appendix I is a list of initiatives proposed for the assessed facilities, neighborhoods or repetitive loss properties in the reports given by each jurisdiction.

In addition, there are many initiatives included in the plan that are of general benefit to the whole county and all of its citizens through, for example, protecting facilities and systems that benefit all communities. These proposed initiatives address a wide range of vulnerabilities to different hazards that, because of the facility or system protected, basically address countywide vulnerabilities. Numerous other initiatives have been included in the strategy to reduce specific communitywide vulnerabilities, proposed by incorporated jurisdictions. The initiatives would facilitate traffic and evacuation route mobility, communications, drainage, relocate overhead wires, restore shoreline, provide portable bridges, and purchase equipment that might be shared with others during disaster events. These are all designed to benefit travelers and residents alike.

1.10.4 Mitigation Planning for Critical Facilities

Another indication of the goal-based mitigation planning process used in Brevard County is that critical facilities in the participating jurisdictions have been identified and, when applicable, their vulnerabilities to future disasters assessed. To date, a large majority of mitigation initiatives have been proposed that are intended to benefit these designated critical facilities and these are listed in Appendix I.

Among the goals established by Brevard Prepares that specifically address the mitigation needs of critical facilities are:

- Goal #1: The disaster-resistant economy will be strengthened
- Goal #2: Local government in partnership with the community will continue to develop, implement and maintain effective mitigation programs
- Goal #3: The health, safety and welfare of our disaster-resistant community will be maintained

The jurisdictions' action to propose initiatives for critical facilities is evidence of the participants' attempt to achieve its goals.

1.10.5 Modification to Other Policies, Plans and Programs

Finally, it is the intention of Brevard Prepares to continue to improve the existing policy framework for the participating jurisdictions so that they will be able to more effectively manage the community's vulnerabilities to future disasters. Any shortfalls in the number of policies addressing identified higher risk hazards can be addressed by implementing non-structural initiatives intended to modify or enhance current plans, policies and programs. Each jurisdiction reports on the progress of their planning efforts at annual meetings and revisions to the plan updating the progress begins at least one year before the plan's 5-year expiration date.

Organizations proposing initiatives may associate them, if applicable, with the plans or policies to be changed. These are reported on a jurisdiction-by-jurisdiction basis, and

proposed mitigation initiatives intended to modify or improve existing policies and programs are listed in Appendix I. The proposed modifications to the listed policies and programs are additional documentation of Brevard Prepares' efforts to achieve its established goals and objectives. Goal #3, with the objective of, "Regulations will be established and enforced to ensure that public and private property maintenance is consistent with minimizing vulnerabilities to disaster" is directed at improving the jurisdictions' mitigation-related policy framework. A list of mitigation policies and programs by jurisdiction can be found as part of Appendix V.

1.10.6 Implementation of Mitigation Actions, Responsibilities and Schedules

As noted above, implementation of the Brevard County Local Mitigation Strategy is through the proposal and completion of the mitigation initiatives incorporated into the plan and the policies and regulation of each jurisdiction. As the initiatives are implemented over the years, the facilities, systems and neighborhoods of the participating jurisdictions will become less vulnerable to the impacts of future disasters, and the communities of Brevard County will become increasingly more disaster resistant.

The individual agencies and organizations that originally proposed the mitigation initiatives incorporated into the plan are responsible for their implementation when the resources or opportunity to do so become available. In most cases, this means that the proposing agencies identify the most feasible funding source (e.g., a state or federal grant program, the agency's budgetary process, etc.), apply to the funding source or otherwise allocate funds, and, upon receipt of funding, take the necessary steps to implement the project (e.g., design, permitting, construction, etc.). In other cases, this may mean that should a unique opportunity for implementation of an initiative arise, e.g., upon receipt of unexpected funds, immediately after a disaster event, etc., the agency can proceed with implementation of the initiative.

While the actual responsibility for implementation of a mitigation initiative remains the responsibility of the sponsoring agency, Brevard Prepares, as a multi-jurisdictional, cooperative organization, has a substantial involvement in plan implementation, and can assist with the coordinating and scheduling of the implementation of approved mitigation initiatives. As a part of the planning process on an annual basis, per the Operating Procedures, approved mitigation initiatives included in the plan are re-evaluated as to their relevancy.

Brevard Prepares assigns four categories of implementation: complete, new, updated, deferred, and in progress. "Complete" means that, the sponsoring agency or organization has finished the project showing the progress the jurisdiction has made. "New" means that, the project was proposed and accepted by the committee in the

calendar year. “Updated” means that the project changed scope or cost and was updated upon the approval of the committee. “Deferred” priority means that the initiative is still a valid proposal, but that under present circumstances, its implement should be deferred until a future date, allowing the participating agencies to focus on higher priority initiatives. All have been deferred due to funding constraints. “In progress” is when funding has been obtained and the project is moving forward. Projects that were terminated are not in this plan but are kept track of on a separate spreadsheet that is made available to each jurisdiction during the plan update.

Brevard Prepares Steering Committee Members bring forward priority projects when funding becomes available and assigns a rank based on priority score. It is planned that the jurisdictions sponsoring the listed initiatives will continue to seek the resources or opportunities for implementation as they arise.

Recent funding opportunities include HMGP funding following hurricanes Matthew, Irma, and Michael allowed many jurisdictions to move forward with deferred projects that were a priority.

1.10.7 **Mitigation Initiative Project Priority Scoring and Benefit-to-Cost**

Using common evaluation criteria enables the Brevard Prepares Steering Committee to make comparisons of the relative risk of one hazard type in relation to another; the composite risk posed by three categories of hazards addressed (natural, technological and societal); as well as, total relative risk among all participating jurisdictions. When the LMS was initially drafted the project priority score and benefit-to-cost analysis was done by a contractor’s software program called Mitigation 20/20. The company went out of business along with the software program and the following procedure was developed and approved by the Steering Committee on August 31, 2016. It is based on the risk factors and evaluation criteria listed in the description of the Mitigation 20/20 review process. The following comparison can be used to guide and prioritize the planning process by enabling planners to focus on the highest assessed risk for a hazard, for a hazard category or for the involved jurisdictions. The common risk estimation numeric factors used by all participants in the planning are as follows:

Risk Factor	Evaluation Criteria	Assigned Value
Area Impacted	No developed area impacted	0
	Less than 25% of developed area impacted	1
	Less than 50% of . area impacted	2
	Less than 75% of developed area impacted	3
	Over 75% of developed area impacted	4
Health and Safety Consequences	No health or safety impact	0
	Few injuries/illnesses	1
	Few fatalities by many injuries/illnesses	2
	Numerous fatalities	3

Consequences to Property	No property damage	0
	Few properties destroyed or damaged	1
	Few destroyed - many damaged	2
	Few damaged - many destroyed	2
	Many properties destroyed or damaged	3
Consequences to Environmental Resources	Little or no environmental damage	0
	Resources damaged with short term recovery practical	1
	Resources damaged with long term recovery feasible	2
	Resources destroyed beyond recovery	3
Economic Consequences	No economic impact	0
	Low direct / or low indirect costs	1
	Low direct and high indirect costs	2
	High direct and low indirect costs	2
	High direct and high indirect costs	3
Probability of Occurrence	Greater than 500-year occurrence	0
	500 years or less occurrence	1
	100 years or less occurrence	2
	25 years or less occurrence	3
	Once a year or more occurrence	4

In the process, a single, numeric value is selected from each of the five risk factors. The five values are then used to derive a total relative risk value for a particular hazard that is “weighted” for the probability of its occurrence. The total relative risk for a particular hazard is calculated by adding the selected numeric values for each of the “Impacted Area,” ”Health & Safety,” “Property,” “Environment” and “Economy” and multiplying this total by the numeric value selected for the “Probability of Occurrence” by using the formula below:

[Area Impacted + Health and Safety Consequences + Consequences to Property + Consequences to Environmental Resources + Economic Consequences] x Probability of Occurrence = Relative Risk

The resulting numeric value for relative risk can vary from zero, meaning the identified hazard poses no estimated risk at all to the jurisdiction, up to a maximum of 64, which means that hazard poses a very substantial risk to the jurisdiction.

The Steering Committee also decided during the same meeting that the benefit-to-cost calculation done by the Mitigation 20/20 software was obsolete given that it is a requirement of FEMA grant applications that one be done by the time projects were submitted. The LMS Steering Committee emphasis the importance and requires the use of FEMA’s Benefit-Cost Analysis (BCA) which is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. The result is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater. Grant applicants use FEMA’s BCA toolkit to ensure the project is worth the cost and effort. The Steering Committee also approved an application process that gave them the information they needed to consider each project without making the process overly cumbersome.

1.11 PLAN INTEGRATION

One of the methods to implement the Brevard County Local Mitigation Strategy effectively is to propose and implement initiatives that will modify other community plans, policies and programs. Efforts to incorporate the mitigation plan into Comprehensive Plans, Capital Improvement Plans, Master Plans and Comprehensive Emergency Management Plans, or other programs and policies, etc., wherever appropriate, will be given emphasis in each planning cycle.

The County's 2016 Comprehensive Emergency Management Plan, that is in compliance with the requirements of the Florida Division of Emergency Management (FDEM), has had the benefit of over 20 years' implementation of this local mitigation strategy. Through Brevard Prepares, participating jurisdictions are working to incorporate mitigation principles and concepts into their normal planning and programming operations and activities.

A variety of methods are available for participating jurisdictions to integrate the information from the mitigation plan with other important plans and programs, many of which are key to the implementation of proposed mitigation initiatives. For Brevard County jurisdictions, consideration is given to integration of the mitigation plan with the following, as applicable to the specific jurisdiction:

- Comprehensive Plan/Evaluation and Reports
- Emergency Management Plan
- Capital Improvement Plan
- Operations and Maintenance Plan
- Stormwater Management Plan
- Economic Development Plan
- Related planning and training programs, e.g., for emergency response personnel
- Public education and information programs

The process for integrating planning efforts is the responsibility of the individual jurisdiction, acting principally through the agency or organization sponsoring proposed mitigation initiatives incorporated into the plan. For the mitigation strategy, many initiatives are identified and developed through the hazard identification and vulnerability assessment process. Others originate through the analysis of the jurisdiction's framework of mitigation-related policies or the after action assessment of emergency events. Once identified, developed, and approved for incorporation into the plan, the jurisdiction's agency representatives can, as applicable, incorporate the initiatives into one of the types of plans or programs noted above. Generally, a proposed and approved mitigation initiative would be incorporated into the applicable plan or program on the next update of that plan or program, which varies with the specific jurisdiction.

In addition, the plans noted above are likely to contain proposed projects and programs that would be directly relevant to hazard mitigation in the jurisdiction, e.g., drainage control projects in a Stormwater Management Plan. These are frequently integrated with the local hazard mitigation strategy by identifying them as proposed initiatives, characterizing them appropriately in accordance with the Brevard Prepares mitigation planning process, and approving them for incorporation into the mitigation strategy. In this way, the project is identified in both plans, making the plans both consistent and mutually supportive.

Further, when a jurisdiction includes relevant projects in the local hazard mitigation plan, and the plan is approved by FDEM, the projects are eligible for federal mitigation funding programs. Conversely, by integrating projects originally developed through the mitigation planning process with another jurisdictional plan, such as the jurisdiction's Capital Improvement Plan, funding for implementation of the initiative can occur through other budgetary channels.

1.12 APPENDIX I

1.12.1 Initiative/Project Listing

This section of Brevard County Local Mitigation Plan contains the compilation of the proposed mitigation initiatives/projects that have been formulated as the result of the planning efforts by Brevard Prepares. These mitigation initiatives form the fundamental mechanism for the implementation of the local mitigation plan. After each successful implementation of an initiative, the benefited community will become that much more resistant to the impacts of future disasters. Projects are deferred due to monetary constraints. There are 65 terminated projects due to annexation, unwilling owner, building closure, low scoring, and unknown. Terminated projects are tracked by each jurisdiction but are not part of this list.

Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards

Funding Source: 1-PDM (Pre-Disaster Mitigation) 2-SHSP (State Homeland Security Program) 3-CDBG (Community Development Block Grant) 4-FMA (Flood Mitigation Assistance) 5-HMGP (Hazard Mitigation Grant Program) 6-PA (Public Assistance) 7-SRLP (Severe Repetitive Loss Program) 8-General Fund (Jurisdiction Annual Budget) Other specific funding sources are spelled out in column

Status: C-Completed D-Deferred Funding Unavailable N-New U-Updated IP-In Progress

Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0830	All	Brevard County Emergency Management	All	Outreach for Mitigation - Brevard Prepares	8	6/15/2015	6/15/2020	D	32	$2,500
BRV-0647	Brevard County (Unincorporated)	American Red Cross	All	Purchase 1000 Cots & 20 Trailers	8	11/16/2004	7/7/1905	IP 50%	32	$100,000
BRV-0649	Brevard County (Unincorporated)	American Red Cross	W	American Red Cross HQ - Shutters	8	11/16/2004	7/2/1905	C	31	$80,000
BRV-0236	Brevard County (Unincorporated)	BCSO Animal Services	All	N. Brevard Animal Shelter - Generator	1, 5, 8	6/14/1999	7/20/2020	D	32	$25,000
BRV-0237	Brevard County (Unincorporated)	BCSO Animal Services	All	S. Brevard Animal Shelter - Generator	1, 5, 8	6/14/1999	6/27/1905	C	32	$25,000
BRV-0239	Brevard County (Unincorporated)	BCSO Animal Services	W	S. Brevard Animal Shelter - Shutters	1, 5, 8	6/14/1999	7/20/2020	D	32	$20,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0240	Brevard County (Unincorporated)	BCSO Animal Services	All	S. Brevard Animal Shelter - Potable Water	8	6/14/1999	7/20/2020	D	32	$15,000
BRV-0241	Brevard County (Unincorporated)	BCSO Animal Services	All	S. Brevard Animal Shelter - Lighting	1, 5, 8	6/14/1999	6/30/2006	D	29	$5,000
BRV-0243	Brevard County (Unincorporated)	BCSO Animal Services	All	N. Brevard Animal Shelter - Potable Water	8	6/14/1999	7/20/2020	D	32	$15,000
BRV-0743	Brevard County (Unincorporated)	BCSO Animal Services	All	Purchase of a pick-up truck and livestock trailer	8	10/30/2008	7/20/2020	IP 50%	23	$55,150
BRV-0744	Brevard County (Unincorporated)	BCSO Animal Services	All	Improve Pasture @ South Animal Care Center	8	10/30/2008	7/20/2020	D	22	$130,372
BRV-0746	Brevard County (Unincorporated)	BCSO Animal Services	All	Expansion of the South Animal Care Center	8	10/30/2008	7/20/2020	D	29	$428,300
BRV-0692	Brevard County (Unincorporated)	Brevard Amateur Radio Emergency Service	All	Enhance Emergency Amateur Comm Network	8	1/19/2005	9/30/2020	D	35	$30,000
BRV-0693	Brevard County (Unincorporated)	Brevard Amateur Radio Emergency Service	All	Update Emerg. Amateur Mobile Service Comm Vehicle	8	1/19/2005	9/30/2020	D	35	$25,000
BRV-0366	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Cuyler Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	30	$3,770
BRV-0367	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Isaac Campbell Sr. Park Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	30	$7,813

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0368	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, North Area Operations Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	30	$1,833
BRV-0369	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Port St. John Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	30	$5,600
BRV-0370	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, Tom Statham Park Comm Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	30	$1,534
BRV-0371	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, Space Coast Comm Sport Complex	1, 5, 8	7/20/1999	7/20/2020	D	30	$1,625
BRV-0372	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, Merritt Island/Beach Maint Fac	1, 5, 6, 8	7/20/1999	7/20/2020	D	29	$5,811
BRV-0373	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, Cocoa West Recreation Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	29	$10,712
BRV-0374	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Joe Lee Park Community Center	1, 5, 8	7/20/1999	7/20/2020	D	29	$8,892
BRV-0375	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Kiwanis Island Park Rec Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	29	$6,890
BRV-0377	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Travis Park Community Center	1, 5, 8	7/20/1999	7/20/2020	D	29	$12,285
BRV-0378	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Shutters, Veterans Mem Park Comm Bldg	1, 5, 6, 8	7/20/1999	7/20/2020	D	29	$8,177

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0379	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters, Woody Simpson Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	29	$1,365
BRV-0382	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Emergency Radios Parks & Rec Admin Office	1, 5, 8	7/20/1999	7/20/2020	D	31	$22,000
BRV-0383	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Emergency Radios North Operations Area	1, 5, 6, 8	7/20/1999	7/20/2020	D	27	$22,000
BRV-0384	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Emergency Radios Central Operations Area	1, 5, 8	7/20/1999	7/20/2020	D	26	$44,000
BRV-0385	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Emergency Radios South Operations Area	1, 5, 6, 8	7/20/1999	7/20/2020	D	28	$44,000
BRV-0386	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Generator, Cuyler Park Community Center	1, 5, 8	7/20/1999	7/20/2020	D	26	$8,500
BRV-0387	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Isaac Campbell Sr. Park	1, 5, 6, 8	7/20/1999	7/20/2020	D	26	$8,500
BRV-0388	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Manatee Hammock Campground	1, 5, 8	7/20/1999	7/20/2020	D	26	$8,500
BRV-0392	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Generator, Statham Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	26	$8,500
BRV-0393	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Central Area Park Operations	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0394	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Central Area Parks / Mainland	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0395	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Cocoa West Recreation Complex	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0396	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Joe Lee Smith Park	1, 5, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0397	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Kiwanis Island Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0399	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Travis Park Community Center	1, 5, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0400	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Woody Simpson Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0402	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator, Long Point Park Campground	1, 5, 6, 8	7/20/1999	7/20/2020	D	28	$8,500
BRV-0793	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Barrier Island Environmental Center	1, 5, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0796	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Flutie Athletic Complex Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0799	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Irene H. Canova	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0806	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - POW/MIA Park	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0807	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Sam's House Environmental Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0808	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Savannah's Golf Course Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0809	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Viera Regional Park Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0817	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters - Sam's House Environmental Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0819	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters - Savannah's Golf Course Clubhouse	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0820	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters - Scottsmoor Meeting HUL	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0821	Brevard County (Unincorporated)	Brevard County Parks & Recreation	W	Shutters - Spessard Holland Golf Course Clubhouse	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0822	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Space Coast Comm. Sports Complex Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0823	Brevard County (Unincorporated)	Brevard County Parks & Recreation	UL	Generator - Spessard Holland Golf Course Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0685	Brevard County (Unincorporated)	Circles of Care	UL	2020 Commerce Dr. - Generator	1, 5, 8	1/19/2005	9/30/2030	D	29	$113,425
BRV-0686	Brevard County (Unincorporated)	Circles of Care	UL	400 E. Sheridan Rd. - Generator	8	1/19/2005	9/30/2020	IP	23	$20,000
BRV-0687	Brevard County (Unincorporated)	Circles of Care	UL,W	2000 Commerce Dr - Shutters & Generator	1, 5, 8	1/19/2005	9/30/2030	D	27	$343,900
BRV-0688	Brevard County (Unincorporated)	Circles of Care	W	400 E. Sheridan Rd. - Build Storage Shed	8	1/19/2005	9/30/2030	D	29	$20,000
BRV-0689	Brevard County (Unincorporated)	Circles of Care	W	400 E. Sheridan Rd. - Harden Building	1, 5, 8	1/19/2005	9/30/2030	D	27	$884,000
BRV-0426	Brevard County (Unincorporated)	Emergency Management	All	LMS Financial Issues Subcommittee	1, 2, 8	8/23/1999	9/30/2030	D	35	$10,000
BRV-0446	Brevard County (Unincorporated)	Emergency Management	W	Barefoot Bay - Shelters	1, 2, 5, 6, 8	5/24/1999	9/30/2030	D	26	$250,000
BRV-0447	Brevard County (Unincorporated)	Emergency Management	W	Create LMS Coordinator Position	1, 2, 8	7/20/1999	9/30/2030	D	30	$68,400
BRV-0787	Brevard County (Unincorporated)	Emergency Management	All	New Brevard County EOC and PSAP Center	2, 5, 8	12/19/2013	12/19/2023	D	52	$14,404,729
BRV-0222	Brevard County (Unincorporated)	Facilities	UL	Shutters for County Government Center	1, 2, 5, 6, 8	6/1/1999	9/30/2030	D	32	$197,000
BRV-0234	Brevard County (Unincorporated)	Facilities	W	Purchase 12V to 120V Power Converters	8	6/14/1999	9/30/2030	D	27	$10,000

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BRV-0235	Brevard County (Unincorporated)	Facilities	All	Harden Clerk of Court Archive Facility	1, 5, 8	11/16/2004	9/30/2030	D	31	$75,000
BRV-0223	Brevard County (Unincorporated)	Fire Rescue	FR	Metal Shutters for Fire Stations	8, NFPA	7/20/1999	7/25/2012	C	34	$197,736
BRV-0224	Brevard County (Unincorporated)	Fire Rescue	W	Acquisition of additional brush trucks	8	7/20/1999	7/1/2009	C	20	$825,000
BRV-0230	Brevard County (Unincorporated)	Fire Rescue	All	Overhead Bay Doors for 10 fire stations	1, 5, 8	7/20/1999	9/30/2030	C	24	$80,000
BRV-0231	Brevard County (Unincorporated)	Fire Rescue	W	Recur firefighter gear replacement cost	8	11/16/2004	7/25/2012	C	30	$750,000
BRV-0232	Brevard County (Unincorporated)	Fire Rescue	W	Emergency Comm Improvements	1, 5, 8	11/16/2004	9/30/2030	D	27	$2,000,000
BRV-0616	Brevard County (Unincorporated)	Fire Rescue	W	Provide Bay Doors for 33 Fire Stations	1, 5, 8	11/16/2004	9/30/2030	D	36	$197,736
BRV-0643	Brevard County (Unincorporated)	Fire Rescue	W	Fire Station 65 Hardening	8	11/16/2004	7/25/2012	C	26	$380,235
BRV-0644	Brevard County (Unincorporated)	Fire Rescue	W	Fire Station 64 Hardening	8	7/20/1999	7/25/2012	C	23	$1,014,299
BRV-0645	Brevard County (Unincorporated)	Fire Rescue	W	Fire Station 62 Hardening	1, 5, 8	11/16/2004	9/30/2030	D	22	$1,064,891
BRV-0646	Brevard County (Unincorporated)	Fire Rescue	FR	Fire Station 63 Hardening	8	7/20/1999	4/1/2013	D	22	$1,212,181

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BRV-0667	Brevard County (Unincorporated)	Fire Rescue	UL	Fire Station 21 Hardening	1, 5, 8	1/19/2005	9/30/2030	D	24	$975,000
BRV-0668	Brevard County (Unincorporated)	Fire Rescue	W	Fire Station 87 Hardening	1, 5, 8	7/20/1999	9/30/2030	D	23	$1,100,000
BRV-0831	Brevard County (Unincorporated)	Fire Rescue	W	Wind Mitigation of the T. J. Mills Fire Rescue Headquarters Building	1, 5, 8	8/31/2016	8/31/2026	D	64	$1,200,000
BRV-0848	Brevard County (Unincorporated)	Fire Rescue	W	Weather Bug Stations	1, 5, 8	12/14/2016	12/14/2026	D	40	$92,000
BRV-0672	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Post Disaster Building Codes Updates	1, 5, 6, 8	1/19/2005	9/30/2025	D	31	$80,000
BRV-0673	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Develop Renewable Power Shelter Guideline	1, 5, 6, 8	1/19/2005	9/30/2025	D	31	$80,000
BRV-0677	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Purchase Portable Renewable Generators	1, 5, 6, 8	1/19/2005	9/30/2025	D	26	$3,407,937
BRV-0678	Brevard County (Unincorporated)	Florida Solar Energy Center	W, H	Purchase Fuel Cell Generator Trailers	1, 5, 6, 8	1/19/2005	9/30/2025	D	30	$1,450,000
BRV-0679	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Building Durability & Moisture Intrusion	1, 5, 6, 8	1/19/2005	9/30/2025	D	30	$500,000
BRV-0680	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Solar Water Heating for Hotels	1, 5, 6, 8	11/16/2004	9/30/2025	D	17	$1,646,000
BRV-0681	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Keep the Lights on for Special Need Homes	1, 5, 6, 8	1/19/2005	9/30/2025	D	14	$2,100,000

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BRV-0683	Brevard County (Unincorporated)	Florida Solar Energy Center	UL	Alternative-Fuel Cell Emergency Vehicle	1, 5, 6, 8	11/16/2004	9/30/2025	D	30	$400,000
BRV-0774	Brevard County (Unincorporated)	Library Services	FL	Central Brevard Library - Generator	EPA/TMDL DEP/NEP SJRWMD	10/30/2008	11/1/2014	C	30	$147,000
BRV-0249	Brevard County (Unincorporated)	Natural Resources	FL	Sarno Lakes Phase 1 - Drainage	SWU	11/16/2004	8/31/2013	C	23	$800,000
BRV-0269	Brevard County (Unincorporated)	Natural Resources	FL	Crane Creek Phase 1 - Drainage	SWU	11/16/2004	12/31/2014	C	28	$220,000
BRV-0528	Brevard County (Unincorporated)	Natural Resources	FL	Old Oak Lodge Hammock	1, 5, 6, 8,	7/20/1999	12/31/1930	D	25	$8,200,000
BRV-0583	Brevard County (Unincorporated)	Natural Resources	All	Crane Creek St. Johns Outfall Improvements	SWU, 5	11/16/2004	8/31/2013	C	18	$3,959,000
BRV-0584	Brevard County (Unincorporated)	Natural Resources	FL	Sarno Lakes Phase 2	SWU, 5	7/20/1999	8/31/2013	C	18	$1,572,550
BRV-0585	Brevard County (Unincorporated)	Natural Resources	FL	Upper Eau Gallie Improvements	SWU, 5	11/16/2004	9/30/2030	D	18	$2,600,000
BRV-0620	Brevard County (Unincorporated)	Natural Resources	FL	South Beach Residential Prop Acquisition	SWU/NRCS EWP	10/30/2008	6/15/2009	C	28	$7,665,060
BRV-0621	Brevard County (Unincorporated)	Natural Resources	FL, SS	South Beaches Vacant Property Acquisition	SWU, 5	5/21/2003	12/31/2020	D	29	$3,446,000

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BRV-0622	Brevard County (Unincorporated)	Natural Resources	FL	South Beaches Commercial Prop Acquisition	SWU, 1	10/30/2008	4/30/2015	IP	28	$3,436,850
BRV-0739	Brevard County (Unincorporated)	Natural Resources	E, SS	Flood Hazard Mitigation-Kingsmill Subdivision, Palomino Rd & Aurora Rd	5, 7, 8	11/16/2004	12/31/2030	D	22	$1,500,000
BRV-0740	Brevard County (Unincorporated)	Natural Resources	E, SS	Flood Hazard Mitigation-Windover Farms, Lake Washington/Post Road residential areas	5, 7, 8	11/16/2004	12/31/2030	D	24	$1,000,000
BRV-0751	Brevard County (Unincorporated)	Natural Resources	FL	Broadway Drainage Hardening	USGS PD	10/30/2008	6/1/2009	C	27	$420,000
BRV-0752	Brevard County (Unincorporated)	Natural Resources	FL	Flood hazard mitigation - West Cocoa	SWU, 5	11/16/2004	10/31/2014	IP	35	$3,050,000
BRV-0753	Brevard County (Unincorporated)	Natural Resources	E, SS	Flood hazard mitigation - north Merritt island	SWU, 5	11/16/2004	12/31/2030	D	17	$4,700,000
BRV-0832	Brevard County (Unincorporated)	Natural Resources	FL	Mud Lake Acquisition for West Cocoa drainage improvement	1, 5, 6, 8	4/14/2016	4/14/2026	D	36	$1,500,000
BRV-0833	Brevard County (Unincorporated)	Natural Resources	FL	Scottsmoor Project K: Burkholm Rd. Basin drainage improvement	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$527,440
BRV-0834	Brevard County (Unincorporated)	Natural Resources	FL	Scottsmoor Project J: Harrison Rd, Aurantia Rd, D. Johnson Ave, & Lloyd St drainage improvement	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$987,000
BRV-0835	Brevard County (Unincorporated)	Natural Resources	FL	Rosehill Estates drainage improvement	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$343,400

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BRV-0836	Brevard County (Unincorporated)	Natural Resources	FL	Grecian Estates, Dalehurst Ranches & Pines drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$850,000
BRV-0837	Brevard County (Unincorporated)	Natural Resources	FL	Micco Project B: Outfall removal and pond construction drainage improvement	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$750,000
BRV-0838	Brevard County (Unincorporated)	Natural Resources	FL	Upper Eau Gallie Northwest drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$3,600,000
BRV-0840	Brevard County (Unincorporated)	Natural Resources	FL	L-1 Canal Stabilization	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$2,200,000
BRV-0843	Brevard County (Unincorporated)	Natural Resources	FL	Merritt Ridge Basin P1-4 Project B: drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$64,680
BRV-0844	Brevard County (Unincorporated)	Natural Resources	FL	Scottsmoor Project B: Flounder Creek Rd. drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$316,546
BRV-0845	Brevard County (Unincorporated)	Natural Resources	FL	North Basin (Fiske Blvd) Phase I drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$178,560
BRV-0846	Brevard County (Unincorporated)	Natural Resources	FL	Baymeadows Project H: Parkland Ditch drainage improvements	1, 5, 6, 8	4/14/2016	4/14/2026	D	24	$22,750
BRV-0847	Brevard County (Unincorporated)	Natural Resources	FL	Lake Washington Road Ditch Bank Restoration	1, 5, 6, 9	12/14/2016	12/14/2026	D	28	$400,000
BRV-0863	Brevard County (Unincorporated)	Natural Resources	FL	West Cocoa SFHA Property Acquisition	5, SWU	6/25/2018	6/25/2022	IP	36	$4,725,000

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BRV-0868	Brevard County (Unincorporated)	Natural Resources	FL	Mud Lake Acquisition for West Cocoa drainage improvements	5, SWU	7/16/2018	7/16/2028	IP	36	$817,464
BRV-0869	Brevard County (Unincorporated)	Natural Resources	FL	NMI (Church, Horseshoe, Crisafulli) - SFHA Acquisitions	5, SWU	7/16/2018	7/16/2028	IP	24	$2,582,000
BRV-0870	Brevard County (Unincorporated)	Natural Resources	FL	Legay - SFHA Acquisitions	5, 8	7/16/2018	7/16/2028	IP	24	$600,000
BRV-0871	Brevard County (Unincorporated)	Natural Resources	FL	Silver Pines - SFHA Acquisitions	5, 8	7/20/2028	7/16/2028	IP	24	$1,100,000
BRV-0250	Brevard County (Unincorporated)	Road & Bridge	W	Aurantia Road - Drainage, Retention Pond	1, 5, 6, 8	7/20/1999	9/30/2020	D	15	$350,000
BRV-0251	Brevard County (Unincorporated)	Road & Bridge	FL	Hammock Road - Eliminate Flooding	1, 5, 6, 8	7/20/1999	9/30/2020	D	18	$550,000
BRV-0252	Brevard County (Unincorporated)	Road & Bridge	FL	Windover Farms - Retention Areas	1, 5, 6, 8	7/20/1999	9/30/2020	D	21	$4,000,000
BRV-0253	Brevard County (Unincorporated)	Road & Bridge	W	West I-95/Six Mile Creek - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	15	$2,500,000
BRV-0254	Brevard County (Unincorporated)	Road & Bridge	FL, SS, W	Lloyd and Harrison - Build up	1, 5, 6, 8	7/20/1999	9/30/2020	D	12	$1,000,000
BRV-0255	Brevard County (Unincorporated)	Road & Bridge	W	Hatbill Road - Build up road	1, 5, 6, 8	6/20/1999	9/30/2020	D	17	$400,000
BRV-0256	Brevard County (Unincorporated)	Road & Bridge	FL	Salt Lake Landing - Build up road	1, 5, 6, 8	7/20/1999	9/30/2020	D	18	$150,000

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BRV-0257	Brevard County (Unincorporated)	Road & Bridge	FL	Welding, Tire, and Equip Shop - Shutters	1, 5, 6, 8	7/20/1999	9/30/2020	D	28	$8,000
BRV-0258	Brevard County (Unincorporated)	Road & Bridge	FL	Maint Facility, 2675 Flake Rd. - Shutters	1, 5, 6, 8	6/20/1999	9/30/2020	D	28	$6,000
BRV-0259	Brevard County (Unincorporated)	Road & Bridge	FL	5 changeable Message Signs	1, 5, 6, 8	7/20/1999	9/30/2020	D	34	$100,000
BRV-0275	Brevard County (Unincorporated)	Road & Bridge	ALL	Palm Estates/Shakespeare Park - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	24	$220,000
BRV-0276	Brevard County (Unincorporated)	Road & Bridge	FL	Victor Road - Increase retention dune	1, 5, 6, 8	7/20/1999	9/30/2020	D	24	$35,000
BRV-0278	Brevard County (Unincorporated)	Road & Bridge	FL	Hidden Pine Ranchettes - Swale system	1, 5, 6, 8	7/20/1999	9/30/2020	D	24	$5,000
BRV-0279	Brevard County (Unincorporated)	Road & Bridge	FL	Friday Acres - Replace damaged pipe	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$30,000
BRV-0280	Brevard County (Unincorporated)	Road & Bridge	FL	Grecian Estates - Raise road elevation	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$75,000
BRV-0281	Brevard County (Unincorporated)	Road & Bridge	FL	Hall ,Chase Hammock, etc - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	23	$750,000
BRV-0282	Brevard County (Unincorporated)	Road & Bridge	FL	Judson Road - Pave road	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$250,000
BRV-0283	Brevard County (Unincorporated)	Road & Bridge	FL	Barton Blvd. West Extension - Pave road	1, 5, 6, 8	7/20/1999	9/30/2020	D	25	$80,000

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BRV-0284	Brevard County (Unincorporated)	Road & Bridge	UL	Rockledge Drive (South) -	1, 5, 6, 8	7/20/1999	9/30/2020	D	25	$40,000
BRV-0285	Brevard County (Unincorporated)	Road & Bridge	FL	Satellite Blvd - Improve road & Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	19	$800,000
BRV-0286	Brevard County (Unincorporated)	Road & Bridge	W	Range, Lake, Gray Roads - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	C	20	$122,000
BRV-0287	Brevard County (Unincorporated)	Road & Bridge	FL	North Gray Road - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	29	$50,000
BRV-0288	Brevard County (Unincorporated)	Road & Bridge	FL	Lake Drive, Cocoa - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	27	$30,000
BRV-0289	Brevard County (Unincorporated)	Road & Bridge	FL	Mathers Bridge - Replace Bridge	1, 5, 6, 8	6/20/1999	9/30/2020	D	21	$2,000,000
BRV-0290	Brevard County (Unincorporated)	Road & Bridge	FL	555 Cone Road - Rep Storm Damage Facility	1, 5, 6, 8	6/20/1999	9/30/2020	D	29	$800,000
BRV-0291	Brevard County (Unincorporated)	Road & Bridge	FL	Cone Rd, Office Bldg & Storage - Shutters	1, 5, 6, 8	7/20/1999	9/30/2020	D	21	$1,000,000
BRV-0292	Brevard County (Unincorporated)	Road & Bridge	FL	Wenner Way - Replace Damaged Facilities	1, 5, 6, 8	7/20/1999	9/30/2020	D	26	$669,650
BRV-0293	Brevard County (Unincorporated)	Road & Bridge	FL	#400-07 Office and Storage Fac - Shutters	1, 5, 6, 8	7/20/1999	9/30/2020	D	25	$1,664
BRV-0294	Brevard County (Unincorporated)	Road & Bridge	W	East, Citrus River Ranchettes - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$170,000

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BRV-0295	Brevard County (Unincorporated)	Road & Bridge	FL	East (6) Areas Joseph/Pine Isl - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	22	$3,000,000
BRV-0296	Brevard County (Unincorporated)	Road & Bridge	FL	MacArthur Heights - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	24	$69,900
BRV-0297	Brevard County (Unincorporated)	Road & Bridge	FL	Pinebreeze Park - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$750,000
BRV-0298	Brevard County (Unincorporated)	Road & Bridge	FL	Riviera Blvd, North Riverside - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	19	$100,000
BRV-0299	Brevard County (Unincorporated)	Road & Bridge	W	Lake Washington, Wickham - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	17	$150,000
BRV-0300	Brevard County (Unincorporated)	Road & Bridge	FL	Parkway Drive, Wickham/Harlock - Drainage	1, 5, 6, 8	6/20/1999	9/30/2020	D	17	$280,000
BRV-0301	Brevard County (Unincorporated)	Road & Bridge	FL	Croton Road, Post/Parkway - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	15	$150,000
BRV-0302	Brevard County (Unincorporated)	Road & Bridge	FL	Harlock Road, Aurora/Lake Wash - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	18	$200,000
BRV-0303	Brevard County (Unincorporated)	Road & Bridge	FL	Rodes Blvd, SR192/Ellis - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	17	$300,000
BRV-0304	Brevard County (Unincorporated)	Road & Bridge	FL	N. Riverside, Eau Gallie/Coral - Drainage	1, 5, 6, 8	6/20/1999	9/30/2020	D	14	$200,000
BRV-0305	Brevard County (Unincorporated)	Road & Bridge	FL	Wickham Road, Sarno/Ellis - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$200,000

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BRV-0306	Brevard County (Unincorporated)	Road & Bridge	FL	Wickham Rd/Eau Gallie Creek - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$200,000
BRV-0307	Brevard County (Unincorporated)	Road & Bridge	UL	Old Dixie Highway, Grant/Shell - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	14	$1,300,000
BRV-0308	Brevard County (Unincorporated)	Road & Bridge	FL	Micco Road, Babcock/Dottie Ln. - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	17	$200,000
BRV-0309	Brevard County (Unincorporated)	Road & Bridge	FL	Grant Road, Babcock/Brabrook - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	18	$300,000
BRV-0310	Brevard County (Unincorporated)	Road & Bridge	FL	Bahama Drive, Riverside/Palm - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	19	$80,000
BRV-0311	Brevard County (Unincorporated)	Road & Bridge	W	Lake Washington Estate, Dist 4 - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	16	$500,000
BRV-0312	Brevard County (Unincorporated)	Road & Bridge	FL	Crane Creek - Dist. 3 & 5 - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	15	$1,200,000
BRV-0313	Brevard County (Unincorporated)	Road & Bridge	FL	Simon Rd, West I95/South SR192 - Drainage	1, 5, 6, 8	6/20/1999	9/30/2020	D	18	$100,000
BRV-0314	Brevard County (Unincorporated)	Road & Bridge	FL	Wickham, Sarno South to Ellis - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	20	$200,000
BRV-0315	Brevard County (Unincorporated)	Road & Bridge	W	Deer Run Subdivision - Drainage	1, 5, 6, 8	6/20/1999	9/30/2020	D	13	$300,000
BRV-0316	Brevard County (Unincorporated)	Road & Bridge	FL	Valkaria, Micco/Babcock - Drainage Study	1, 5, 6, 8	7/20/1999	9/30/2020	D	9	$1,200,000

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BRV-0317	Brevard County (Unincorporated)	Road & Bridge	FL	Dist 5,Pinetree/Franklin, A1A - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	17	$400,000
BRV-0318	Brevard County (Unincorporated)	Road & Bridge	FL	Post/Aurora, Turtlemond/Lake W.- Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	11	$1,000,000
BRV-0319	Brevard County (Unincorporated)	Road & Bridge	FL	Windover Farms - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	18	$800,000
BRV-0320	Brevard County (Unincorporated)	Road & Bridge	W	June Pk,Police,Brandywine-Drainage Study	1, 5, 6, 8	7/20/1999	9/30/2020	D	13	$250,000
BRV-0321	Brevard County (Unincorporated)	Road & Bridge	FL	4690 N Wickham - Rebuild Storage Facility	1, 5, 6, 8	7/20/1999	9/30/2020	D	26	$32,000
BRV-0322	Brevard County (Unincorporated)	Road & Bridge	FL	4690 N Wickham - Repl Trailer w/ Building	1, 5, 6, 8	7/20/1999	9/30/2020	D	25	$8,000
BRV-0323	Brevard County (Unincorporated)	Road & Bridge	FL	6170 SW Babcock- Rebuild office & storage	1, 5, 6, 8	7/20/1999	9/30/2020	D	22	$109,000
BRV-0324	Brevard County (Unincorporated)	Road & Bridge	SS	1445 Wickham Wy- Rebuild Storage Facility	1, 5, 6, 8	7/20/1999	9/30/2020	D	23	$40,500
BRV-0325	Brevard County (Unincorporated)	Road & Bridge	FL	4690 N Wickham - Replace Generator & Shed	1, 5, 6, 8	7/20/1999	9/30/2020	D	27	$33,000
BRV-0424	Brevard County (Unincorporated)	Road & Bridge	FL	Merritt Park - Stormwater improvements	1, 5, 6, 8	6/20/1999	9/30/2020	D	25	$125,000
BRV-0425	Brevard County (Unincorporated)	Road & Bridge	FL	Skylark Blvd. - Drainage	1, 5, 6, 8	7/20/1999	9/30/2020	D	24	$100,000

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BRV-0271	Brevard County (Unincorporated)	Sheriff's Office	W	Enhanced Grounding for transmitter	800 Mhz	11/16/2004	7/12/2005	C	33	$245,000
BRV-0273	Brevard County (Unincorporated)	Sheriff's Office	ALL	Auto start generator for tower	800 Mhz	1/31/2002	7/12/2005	C	33	$59,000
BRV-0524	Brevard County (Unincorporated)	Sheriff's Office	ALL	Replace 125 800Mhz Radios	800 Mhz	7/20/1999	7/12/2005	C	30	$500,000
BRV-0884	Brevard County (Unincorporated)	Sheriff's Office	UL	County 911 Communications Generator	5, 8	1/6/2020	1/6/2030	N	44	$100,000
BRV-0582	Brevard County (Unincorporated)	Solid Waste	FL	Shutters, Sarno and Central Disposal Fac	SWU, 5	7/20/1999	3/31/2011	C	34	$8,000
BRV-0623	Brevard County (Unincorporated)	Transportation Engineering	ALL	Traffic Operations Relocation	8	11/16/2004	9/30/2015	IP	31	$3,320,000
BRV-0624	Brevard County (Unincorporated)	Transportation Engineering	FL	Intelligent Transportation System (ITS)	1, 5, 6, 8	11/16/2004	9/30/2020	D	28	$8,440,000
BRV-0625	Brevard County (Unincorporated)	Transportation Engineering	FL	Convert Traffic Signal to Mast Arm Assm	1, 5, 6, 8	11/16/2004	9/30/2020	D	32	$5,425,000
BRV-0626	Brevard County (Unincorporated)	Transportation Engineering	FL	Retrofit Traffic Signal Emergency Power	1, 5, 6, 8	11/16/2004	9/30/2020	D	30	$293,750
BRV-0627	Brevard County (Unincorporated)	Transportation Engineering	UL	Emergency Communications Equipment	8	11/16/2004	11/16/2005	C	37	$115,000
BRV-0629	Brevard County (Unincorporated)	Transportation Engineering	FL, SS	Repetitive Loss Property Acquisition 2	1, 5, 6, 8	11/16/2004	9/30/2025	D	34	$252,000

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BRV-0632	Brevard County (Unincorporated)	Transportation Engineering	FL	Repetitive Loss Property Acquisition 5	1, 5, 6, 8	11/16/2004	9/30/2025	D	35	$120,000
BRV-0633	Brevard County (Unincorporated)	Transportation Engineering	FL	Repetitive Loss Property Acquisition 6	8	11/16/2004	9/30/2021	IP	35	$163,000
BRV-0634	Brevard County (Unincorporated)	Transportation Engineering	FL	Repetitive Loss Property Acquisition 7	1, 5, 6, 8	7/20/1999	9/30/2020	D	35	$135,000
BRV-0635	Brevard County (Unincorporated)	Transportation Engineering	FL	Repetitive Loss Property Acquisition 8	1, 5, 6, 8	11/16/2004	9/30/2021	IP	35	$129,000
BRV-0636	Brevard County (Unincorporated)	Transportation Engineering	FL	Repetitive Loss Property Acquisition 9	1, 5, 6, 8	11/16/2004	9/30/2020	IP	35	$84,000
BRV-0755	Brevard County (Unincorporated)	Utility Services	UL	Slip Lining Beachside sewer lines	8	1/19/2005	7/22/1905	IP	23	$15,000,000
BRV-0852	Brevard County (Unincorporated)	Utility Services	UL	Barefoot Bay - Slip Lining of Sewer Lines	1, 5, 6, 9	4/13/2018	4/13/2028	D	32	$1,500,000
BRV-0669	Brevard County (Unincorporated)	Wuesthoff Health Systems	UL	Wuesthoff Prog Care Fac Harden Win/Door	8	1/19/2005	7/17/1905	D	25	$87,000
BRV-0670	Brevard County (Unincorporated)	Wuesthoff Health Systems	W	Assisted Liv Fac Harden Win/Door Shutters	8	11/18/1999	7/3/1905	C	27	$194,000
BRV-0696	Brevard County (Unincorporated)	Wuesthoff Health Systems	W	Wuesthoff Medical Center - Generator	8	11/16/2004	7/17/1905	D	29	$350,000
BRV-0697	Brevard County (Unincorporated)	Wuesthoff Health Systems	W	Wuesthoff Medical Center - Replace Roof	8	11/16/2004	7/17/1905	D	29	$400,000

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BRV-0407	Brevard Public Schools	Planning & Project Management	ALL	Oak Park Elementary - Generator/Wiring	5, 8	10/1/2014	7/12/1905	IP	38	$121,357
BRV-0410	Brevard Public Schools	Planning & Project Management	UL	Melbourne High School, Wiring	5, 8	10/1/2014	6/30/1905	C	18	$25,000
BRV-0413	Brevard Public Schools	Planning & Project Management	UL	Apollo Elem School-Generator/Wiring	5, 8	7/20/1999	7/12/1905	D	18	$25,000
BRV-0700	Brevard Public Schools	Planning & Project Management	W	Emergency Protective Meas for Edu Svc Fac	5, 8	1/19/2005	7/17/1905	D	34	$50,000
BRV-0701	Brevard Public Schools	Planning & Project Management	UL	BCOEM Special Needs Shelters - Generators	5, 8	10/1/2014	7/2/1905	C	27	$3,200,000
BRV-0703	Brevard Public Schools	Planning & Project Management	UL	Shutter Installation - Central Middle School	5, 8	10/1/2014	7/5/1905	C	26	$200,000
BRV-0705	Brevard Public Schools	Planning & Project Management	UL	Potable Water Tanks & Sew Res for EHPA's	5, 8	10/1/2014	6/30/1905	C	29	$234,000
BRV-0706	Brevard Public Schools	Planning & Project Management	UL	Communication Improvements @ Heritage HS	5, 8	10/1/2014	7/1/1905	C	33	$104,000
BRV-0866	Brevard Public Schools	Planning & Project Management	W	Hardening of Brevard Public Schools with Impact Resistant Glass	5, 8	7/16/2018	7/16/2028	D	48	$3,000,000
BRV-0142	Cape Canaveral	City Hall/Admin.	UL	Telephone emergency alert system	8	11/18/1999	7/3/1905	C	27	$150,000
BRV-0143	Cape Canaveral	Public Works	FL, W	Sewer Lift Stations - 60 Kw Generator	5, 8	11/18/1999	7/10/1905	D	29	$90,000

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BRV-0145	Cape Canaveral	Public Works	UL	Cape Canaveral stormwater upgrade	5, 8	11/18/1999	7/10/1905	D	19	$6,000,000
BRV-0146	Cape Canaveral	Public Works	W, UL	Portable Lighting Generator	5, 8	11/18/1999	7/10/1905	D	24	$50,000
BRV-0148	Cape Canaveral	Public Works	FL, SS, E	Clean, restore 3,000 ft of drainage canal	5, 8	11/18/1999	7/8/1905	D	25	$750,000
BRV-0102	Cocoa	Fire Department	W, UL	Enclose generators at 3 Fire Stations	5, 8	5/6/1999	6/30/2020	D	32	$5,000
BRV-0246	Cocoa	Fire Department	W	Install storm shutters Cocoa Civic Centers	5, 8	5/6/1999	6/30/2020	D	22	$8,000
BRV-0247	Cocoa	Fire Department	W	Remove shingle roofing from Fire Stn 2	8	5/6/1999	9/1/2019	C	25	$50,000
BRV-0756c	Cocoa	Public Works	FL	Strengthen Public Works Facility	5, 8	1/19/2005	6/30/2020	D	25	$300,000
BRV-0757	Cocoa	Public Works	FL	Diamond Square Drainage Improvements	5, 8	1/19/2005	7/4/1905	C	16	$500,000
BRV-0758c	Cocoa	Public Works	W	Reconstruct Fire Station #2	8	1/19/2005	6/30/2020	D	19	$1,500,000
BRV-0872	Cocoa	Public Works	FL	Fiske Blvd. Drainage Improvements	5, 8	7/16/2018	7/16/2028	D	28	$600,000
BRV-0874	Cocoa	Public Works	FL	Broadmoor Drainage Improvements	5, 8	7/16/2018	7/16/2028	D	24	$3,092,780
BRV-0878	Cocoa	Public Works	E, UL	Indian River Drive Bank Stabilization	5, 8	1/6/2020	1/6/2030	N	24	$530,300
BRV-0106	Cocoa	Utilities	UL	Generators at 15 lift stations	5, 8	5/6/1999	6/30/2020	D	29	$375,000
BRV-0113	Cocoa	Utilities	W	Replace rollup door IPPS	5, 8	5/6/1999	6/30/2020	D	34	$10,000
BRV-0116	Cocoa	Utilities	UL	Emergency Power Generator Industrial Park PS	8	1/15/1999	6/30/2015	C	32	$130,000

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BRV-0118	Cocoa	Utilities	UL	Generator Utilities Admin Bldg	5, 8	5/6/1999	7/4/1905	D	30	$30,000
BRV-0122	Cocoa	Utilities	W	Storm shutters on HS pump bldg Dyal WTP	8	5/6/1999	12/31/2015	C	34	$30,000
BRV-0123	Cocoa	Utilities	W	Replace rollup door Wewahootee WTP	5, 8	5/6/1999	6/30/2020	D	31	$3,000
BRV-0873	Cocoa	Utilities	UL, FL	Lift Station 1 Reconstruction/Generator	5, 8	7/16/2018	7/16/2028	D	28	$844,000
BRV-0876	Cocoa	Crosswinds Youth Services, Inc.	UL	Robert E. Lehton Children's Shelter Generator	5, 8	7/19/2019	7/19/2029	N	28	$91,833
BRV-0789	Cocoa Beach	Communications	UL	Communications Tower	2, 8	8/29/2014	1/15/2016	D	56	$30,000
BRV-0788	Cocoa Beach	Fire Department	L	Citywide Lightning Prediction System	5, 8	8/29/2014	3/1/2016	D	25	$62,105
BRV-0790	Cocoa Beach	Fire Department	UL	VHF back-up radio system	1, 2	8/29/2014	6/30/2015	D	25	$60,000
BRV-0340	Cocoa Beach	Public Works	FL	Storm Shutters - Fire Station #1	8	1/15/1999	5/10/2005	C	24	$7,000
BRV-0342	Cocoa Beach	Public Works	W	Storm Shutter - Fire Station #2	8	1/15/1999	3/1/2005	C	22	$8,000
BRV-0343	Cocoa Beach	Public Works	W	Storm Shutters - Utilities	8	1/15/1999	11/1/2004	C	31	$17,500
BRV-0345	Cocoa Beach	Public Works	W	Recreation Storm Shutters	8	1/15/1999	2/28/2015	D	28	$140,000
BRV-0351	Cocoa Beach	Public Works	W	Traffic Control Devices (emergency)	8	1/15/1999	8/1/2006	C	23	$5,000
BRV-0875	Cocoa Beach	Public Works	UL	Emergency Generators to Power Key Traffic Signals	5, 8	7/16/2018	7/16/2028	D	28	$12,000
BRV-0434	Cocoa Beach	Stormwater Utility	FL	Atlantic Av Stormwater Project	4	10/15/2014	11/15/2017	D	23	$250,000

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BRV-0436	Cocoa Beach	Stormwater Utility	ALL	Downtown Stormwater Project	FDEP/FDOT/ IRLNEP	10/15/2014	11/15/2017	IP (design)	31	$800,000
BRV-0759	Cocoa Beach	Stormwater Utility	FL	Fairways DR Flood Mitigation	8	1/15/1999	1/15/2011	C	27	$1,000,000
BRV-0856	Cocoa Beach	Water Reclamation	UL	Lift Station Generators	5, 8	4/13/2018	4/13/2028	D	28	$400,000
BRV-0798	Grant-Valkaria	Brevard County Parks & Recreation	UL	Generator - Habitat Golf Course Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0814	Grant-Valkaria	Brevard County Parks & Recreation	W	Shutters - Habitat Golf Course Clubhouse	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0784	Grant-Valkaria	Town Hall	FL	Stormwater Master Plan	8	10/30/2008	3/1/2014	C	26	$50,000
BRV-0785	Grant-Valkaria	Town Hall	FL	Emergency radios	1, 5, 6, 8	10/30/2008	1/1/2020	D	28	$2,500
BRV-0786	Grant-Valkaria	Town Hall	All	Town Hall	8	10/30/2008	3/1/2014	C	23	$500,000
BRV-0791	Grant-Valkaria	Town Hall	UL	Emergency Generator for New Town Hall	8	8/29/2014	6/25/2019	C	0	$30,000
BRV-0734	Indialantic	Fire/Rescue Department	W	Replace Bay Doors to wind - resistant doors	8	9/20/2009	3/1/2011	C	29	$5,000
BRV-0779	Indialantic	Public Works	W	Public Works Garage Doors	8, 6	9/20/2009	9/1/2019	D	24	$6,000
BRV-0780	Indialantic	Public Works	W	Nance Park Restrooms	8, 6	9/20/2009	9/1/2019	D	23	$102,000
BRV-0803	Indian Harbour Beach	Brevard County Parks & Recreation	UL	Generator - North Beaches Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000

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BRV-0193	Indian Harbour Beach	City Hall/Admin	W, UL	Community Services Center Generator	5, 8	4/5/1999	4/1/2020	U	25	$95,000
BRV-0002	Indian Harbour Beach	City Hall/Admin.	FL	Retrofit Ind Harbour Main Drainage Canal	1, 4, 5, 8	2/4/2014	1/1/2020	D	34	$500,000
BRV-0007	Indian Harbour Beach	City Hall/Admin.	FR, UL	Hooking up power & Adding generator to RC storage unit. Part of COOP Plan	8	2/4/2014	1/1/2020	D	29	$15,000
BRV-0003	Indian Harbour Beach	Fire Department	FR	Replacing Engine 356 (20yrs old)	8	2/4/2014	1/1/2025	D	25	TBD
BRV-0004	Indian Harbour Beach	Fire Department	FR	Replacing Ladder Truck 56 (15yrs old)	8	2/4/2014	1/1/2025	D	25	TBD
BRV-0005	Indian Harbour Beach	Fire Department	FR	Replacing SCBA bottles/packs	8	2/4/2014	1/1/2020	D	25	TBD
BRV-0006	Indian Harbour Beach	Fire Department	W	Extending Southside Fire Bays	8	11/18/1999	1/1/2020	D	25	TBD
BRV-0792	Malabar	Town Hall	W	Town Hall (Shutters/Window Retrofit) Greening	5,6,8	8/29/2014	9/30/2016	D	25	$14,500
BRV-0404	Melbourne	Brevard County Parks & Recreation	UL	Generator, Wickham Park Campground	1, 5, 6, 8	7/20/1999	7/20/2020	D	28	$8,500
BRV-0810	Melbourne	Brevard County Parks & Recreation	UL	Generator - Wickham Park Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0811	Melbourne	Brevard County Parks & Recreation	UL	Generator - Wickham Park Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0168	Melbourne	City Hall/Admin.	UL	Streets Dept. - Generator Bldg.	1, 4, 5, 8	7/20/1999	1/1/2020	D	29	$17,000
BRV-0612	Melbourne	City Hall/Admin.	W	Intersection at 7 locations - Mast Arms	8	11/16/2004	9/30/2014	C	28	$1,525,000

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BRV-0613	Melbourne	City Hall/Admin.	E	Front St. Park Shoreline Stabilization	8	11/16/2004	6/8/2006	C	0	$200,000
BRV-0877	Melbourne	City Hall/Admin.	UL	Fire Stations & Fleet Services Generators	5, 8	7/19/2019	7/19/2029	D	32	$582,000
BRV-0853	Melbourne	Florida Institute of Technology	W/UL	Panther Dining Hall Hardening & Backup Power	8	4/13/2018	4/13/2028	D	40	$331,906
BRV-0854	Melbourne	Florida Institute of Technology	W/UL	Harris Village Hardening & Backup Power	8	4/13/2018	4/13/2028	D	36	$1,270,376
BRV-0855	Melbourne	Florida Institute of Technology	W/UL	Shaw Hall Hardening & Backup Power	5, 8	4/13/2018	4/13/2028	D	32	$619,199
BRV-0862	Melbourne	Melbourne Fire Department	W	Hardening of Melbourne Fire Department Fire Stations	5, 8	6/25/2018	6/25/2022	D	48	$176,000
BRV-0733	Melbourne	Public Works	E	US 1 Scenic Corridor Stormwater Washout	FDOT	1/19/2005	12/16/2013	C	30	$100,000
BRV-0824	Melbourne	Public Works	FL, E	Parkway Ditch Piping-mitigate drainage ditch erosion	1, 4, 5, 6, 8	6/15/2015	6/15/2020	D	24	$1,755,000
BRV-0825	Melbourne	Public Works	FL	Dairy Road at Kanawha Street Drainage Improvements	4, 5, 7, 8	6/15/2015	6/15/2020	D	9	$250,000
BRV-0826	Melbourne	Public Works	FL	Edgewood Ditch North Bank Erosion Control	4, 5, 7, 8	6/15/2015	6/15/2020	D	30	$1,970,000
BRV-0827	Melbourne	Public Works	FL	Florida Ave Drainage Improvements	4, 5, 7, 8	6/15/2015	6/15/2020	D	25	$750,000
BRV-0849	Melbourne	Public Works	FL	Paradise Blvd. Ditch Retrofit	1, 5, 6, 8	4/18/2017	4/18/2027	D	15	$850,000
BRV-0850	Melbourne	Public Works	FL	North-South Terminal Canal Erosion Ctrl.	1, 5, 6, 8	4/18/2017	4/18/2027	D	6	$1,800,000
BRV-0864	Melbourne Beach	Administration	UL	Emergency Generator/Communications	5, 8	7/16/2018	7/16/2028	D	52	$156,000
BRV-0778	Melbourne Beach	Public Works	FL, SS	Orange St. Exfiltration	8	10/30/2008	7/12/1905	D	25	TBD

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BRV-0204	Melbourne Beach	Town Hall	UL	Incorp Mitigation Strategy to Comp Plan	8	10/30/2008	7/8/1905	IP 10%	31	$4,000
BRV-0205	Melbourne Beach	Town Hall	ALL	6th Ave Area - Stormwater Drainage	5	11/18/1999	7/2/1905	C	26	$600,000
BRV-0749	Melbourne Beach	Town Hall	FL, SS	Basin 8- Pine Street	5	11/18/1999	7/5/1905	C	27	$271,000
BRV-0215	Melbourne Village	Town Hall/Police Dept.	W	Town Hall /Police Department Shutters	8	6/14/1999	7/1/1905	C	27	$6,000
BRV-0216	Melbourne Village	Town Hall/Police Dept.	UL	Town Hall Police Department Generator	8	6/14/1999	7/1/1905	C	29	$10,000
BRV-0217	Melbourne Village	Town Hall/Police Dept.	UL	Rights-of-Way Tree Trimming	8	6/14/1999	7/1/1905	C	24	$4,000
BRV-0218	Melbourne Village	Town Hall/Police Dept.	W	Town Garage Shutters	8	6/14/1999	7/1/1905	C	28	$2,500
BRV-0219	Melbourne Village	Town Hall/Police Dept.	All Hazards	Purchase Emergency Communication Equipt.	8	6/14/1999	7/1/1905	C	29	$8,000
BRV-0220	Melbourne Village	Town Hall/Police Dept.	W	Purchase A Waterouse Pump	8	6/14/1999	7/1/1905	C	28	$2,500
BRV-0797	Palm Bay	Brevard County Parks & Recreation	UL	Generator - Greater Palm Bay Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	23	$50,000
BRV-0805	Palm Bay	Brevard County Parks & Recreation	UL	Generator - Palm Bay Regional Park Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	23	$50,000
BRV-0813	Palm Bay	Brevard County Parks & Recreation	W	Shutters - Greater Palm Bay Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	23	$10,000
BRV-0737	Palm Bay	Emergency Management	ALL	Standby Generator	1, 5, 6, 8	7/20/1999	9/30/2019	D	31	$200,000

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Funding Source: 1-PDM (Pre-Disaster Mitigation) 2-SHSP (State Homeland Security Program) 3-CDBG (Community Development Block Grant) 4-FMA (Flood Mitigation Assistance) 5-HMGP (Hazard Mitigation Grant Program) 6-PA (Public Assistance) 7-SRLP (Severe Repetitive Loss Program) 8-General Fund (Jurisdiction Annual Budget) Other specific funding sources are spelled out in column

Status: C-Completed D-Deferred Funding Unavailable N-New U-Updated IP-In Progress

Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0187	Palm Bay	Fire Department	ALL	Training Facility	Fire Impact Fee	7/20/1999	9/30/2016	U	29	$2,500,000
BRV-0857	Palm Bay	Fire Department	W, UL	Hardening Fire Stations 1 & 5	5, 8	4/13/2018	4/13/2028	U	44	$509,750
BRV-0858	Palm Bay	Fire Department	W, UL	Hardening for Fire Stations 2, 3, 4	5, 8	4/13/2018	4/13/2028	IP	44	$504,643
BRV-0860	Palm Bay	Growth Management	FL	Cimmeron Circle Repetative Loss Acquisitions	5, 7, 8	4/13/2018	4/13/2028	D	30	$1,980,000
BRV-0736	Palm Bay	Police Department	FL	Interoperable Communication Equipment	1, 5, 6, 8	7/20/1999	9/30/2019	D	36	$200,000
BRV-0760	Palm Bay	Police Department	ALL	Law Enforcement Mobile Command Vehicle	US DOJ – COPS Grant & LETF Funds	11/9/2004	9/30/2012	C	32	$800,000
BRV-0128	Palm Bay	Public Works	E	Basin 11 Powell Subdivision Drainage	3	7/20/1999	9/30/2007	C	20	$750,000
BRV-0130	Palm Bay	Public Works	FL	Basin 2 Kingswood Dr.-Drainage	3	7/20/1999	1/31/2015	IP	26	$200,000
BRV-0136	Palm Bay	Public Works	FL	Spare Traffic Signal-Backup power	8	7/20/1999	10/31/2013	C	33	$150,000
BRV-0492	Palm Bay	Public Works	W	Upgrade Communications Equipment	8	11/9/2004	9/30/2019	D	25	$200,000
BRV-0506	Palm Bay	Public Works	FL	Basin 1 Reduce/Elim Flood Relieve Flood	SJRWMD/ DCA	7/20/1999	1/7/2003	C	25	$400,000
BRV-0544	Palm Bay	Public Works	UL	Backup Generators-Traffic	8	11/9/2004	5/31/2005	C	34	$200,000
BRV-0735	Palm Bay	Public Works	FL	Basin 3 Drainage System Improvements	3	11/9/2004	9/30/2011	C	0	$750,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0762	Palm Bay	Public Works	FL	Malabar Road Pipe Failures	1, 5, 6, 8	10/1/2014	9/30/2019	D	26	$1,000,000
BRV-0766	Palm Bay	Public Works	FL	Ferguson Street/MTWCD Canal 9R		11/9/2004	8/29/2024	D	20	$450,000
BRV-0859	Palm Bay	Public Works	FL	Ferguson Culvert Replacement	5, 8	4/13/2018	4/13/2028	D	33	$1,500,000
BRV-0759	Palm Bay	Utilities	W	Utility Operations Facility retrofit	1, 5, 6, 8	11/16/2004	9/30/2019	D	29	$450,000
BRV-0610	Palm Shores	Town Hall/Admin.	W	Town Hall - Wind Retrofit	8	11/16/2004	6/30/1905	C	31	$37,471
BRV-0611	Palm Shores	Town Hall/Admin.	All	Purchase 10 800 mhz radios	8	11/16/2004	7/12/1905	D	31	$3,000
BRV-0865	Port Canaveral	Canaveral Port Authority	UL	Generator for Bulk Fuel Shipments	5, 8	7/16/2018	7/16/2028	D	44	$203,660
BRV-0885	Port Canaveral	Canaveral Port Authority	SS, E	North Jetty Sediment Trap	5, 8	1/6/2020	1/6/2030	N	44	$7,660,000
BRV-0886	Port Canaveral	Canaveral Port Authority	UL	Infrastructure Hardening/Burying – Utility Poles	5, 8	1/6/2020	1/6/2030	N	36	$3,000,000
BRV-0887	Port Canaveral	Canaveral Port Authority	UL	Infrastructure Hardening – Non-Structural Retrofitting of Existing Building/IT Room	5, 8	1/6/2020	1/6/2030	N	20	$1,200,000
BRV-0376	Rockledge	Brevard County Parks & Recreation	W	Shutters, McLarty Park Community Bldg	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$8,500
BRV-0398	Rockledge	Brevard County Parks & Recreation	UL	Generator, McLarty Park Community Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$50,000
BRV-0800	Rockledge	Brevard County Parks & Recreation	UL	Generator - Martin Anderson Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0815	Rockledge	Brevard County Parks & Recreation	W	Shutters - Martin Anderson Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0027	Rockledge	City Hall (Building)	UL	Barnes Blvd. - Drainage Improvements	8	11/16/2004	7/10/2018	C	20	$1,000,000
BRV-0028	Rockledge	City Hall (Building)	W	WWTF - Emergency Vehicle Storage	1, 5, 8	11/16/2004	7/2/1905	C	31	$10,000
BRV-0032	Rockledge	City Hall (Building)	ALL	North/South Master Canal - Drainage	STORM WATER	11/16/2004	6/30/1905	C	19	$500,000
BRV-0033	Rockledge	City Hall (Building)	ALL	Casa Loma - Drainage	STORM WATER	11/16/2004	7/7/1905	C	20	$150,000
BRV-0040	Rockledge	City Hall (Building)	ALL	Carboni Park Drainage Improvements	1,5,8	11/16/2004	7/10/1905	D	21	$120,000
BRV-0042	Rockledge	City Hall (Building)	FL	Pipe Limerick Ln - canal	1,5,8	11/18/1999	7/8/1905	D	19	$500,000
BRV-0651	Rockledge	City Hall (Building)	UL	Public works - 100 kt Generator	8	11/18/1999	6/29/1905	C	25	$8,500
BRV-0652	Rockledge	City Hall (Building)	UL	17 intersection micro and solar array	8	11/16/2004	7/3/1905	C	29	$100,000
BRV-0653	Rockledge	City Hall (Building)	FL	Rockledge Drive stabilization (planning)	1, 5, 8	11/18/1999	7/9/1905	D	29	$85,000
BRV-0654	Rockledge	City Hall (Building)	W	Rockledge Drive (eng)	8	11/16/2004	6/27/1905	C	21	$80,000
BRV-0655	Rockledge	City Hall (Building)	FL	Rockledge Drive Stablization (Const.)	8	11/16/2004	6/27/1905	C	22	$200,000
BRV-0658	Rockledge	City Hall (Building)	UL	Eyster/Murrell Mast Arms	8	11/18/1999	6/25/1905	C	20	$1,000,000
BRV-0659	Rockledge	City Hall (Building)	UL	Murrell/Barnes Traffic Signal Mast Arm	BREVARD COUNTY	10/30/2008	7/10/1905	C	25	$100,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0660	Rockledge	City Hall (Building)	FL	Create 60 acre master retention area	STORM WATER	11/18/1999	7/7/1905	C	25	$100,000
BRV-0663	Rockledge	City Hall (Building)	FL	Installation Weather Station at EOC	8	11/18/1999	7/7/1905	D	19	$1,500,000
BRV-0750	Rockledge	City Hall (Building)	FL	Fiske Blvd Force Main	WASTE WATER	11/18/1999	7/4/1905	C	30	$1,000
BRV-0879	Rockledge	Fire Department	W, UL	Fire Station 1 and 3 Hardening and Generator	5, 8	1/6/2020	1/6/2030	N	56	$1,588,541
BRV-0851	Rockledge	Public Works	UL	Generators for Lift Stations	1, 5, 6, 8	4/18/2017	4/18/2027	IP	28	$57,765
BRV-0332	Satellite Beach	City Hall	ALL	Eng. study - Building Wind Vulnerability	8	7/20/1999	7/17/1905	D	30	$20,000
BRV-0459	Satellite Beach	City Hall	FL, SS, W	Isl. Dr and So. Patrick-Traffic Sig/Bike P	8	7/20/1999	7/7/1905	C	0	$30,000
BRV-0468	Satellite Beach	City Hall	W	Police indoor incident training facility	8	7/20/1999	7/17/1905	D	0	$25,000
BRV-0575	Satellite Beach	City Hall	FL	A1A/SR517 - North Drainage System	8	7/20/1999	7/5/1905	C	25	$800,000
BRV-0880	Satellite Beach	Support Services	W, UL	Fire Station Hardening & Generator	5, 8	1/6/2020	1/6/2030	N	44	$162,185
BRV-0881	Satellite Beach	Support Services	W, UL	Police Station Hardening & Generator	5, 8	1/6/2020	1/6/2030	N	44	$794,385
BRV-0882	Satellite Beach	Support Services	W, UL	City Hall and Civic Center Hardening & Generator	5, 8	1/6/2020	1/6/2030	N	44	$990,730
BRV-0883	Satellite Beach	Support Services	W, UL	DRS Community Center Hardening	5, 8	1/6/2020	1/6/2030	N	32	$853,450
BRV-0391	Titusville	Brevard County Parks & Recreation	UL	Generator, Sandrift Recreation Center	1, 5, 6, 8	7/20/1999	7/20/2020	D	25	$50,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0794	Titusville	Brevard County Parks & Recreation	UL	Generator - Chain of Lakes Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0795	Titusville	Brevard County Parks & Recreation	UL	Generator - Enchanted Forest Environmental Complex	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0802	Titusville	Brevard County Parks & Recreation	UL	Generator - North Area Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0804	Titusville	Brevard County Parks & Recreation	UL	Generator - North Brevard Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0812	Titusville	Brevard County Parks & Recreation	W	Shutters - Enchanted Forest Environmental Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0816	Titusville	Brevard County Parks & Recreation	W	Shutters - North Brevard Senior Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$10,000
BRV-0818	Titusville	Brevard County Parks & Recreation	W	Shutters - Sandrift Recreation Center	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0010	Titusville	City Hall	FL	Basin 1- Drainage	1, 5, 6, 8	10/27/2000	9/30/2020	D	24	$1,918,820
BRV-0014	Titusville	City Hall	ALL	Area 2 Sycamore Subbasin - Flood Control	1, 5, 6, 8	10/27/2000	9/30/2020	D	26	$268,300
BRV-0015	Titusville	City Hall	FL	Main St. Sub Basin - Drainage	8	4/5/1999	9/30/2013	C	29	$1,724,912
BRV-0095	Titusville	City Hall	UL	Vista and Lakeview Avenue Inlets & Ditch	8	11/16/2004	9/30/2013	C	18	$100,000
BRV-0098	Titusville	City Hall	W	Harrison Street - Drainage	1, 5, 6, 8	11/16/2004	9/30/2020	D	29	$75,000

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Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Priority	Cost
BRV-0100	Titusville	City Hall	W	Drainage Plan for Basins 3-8	8	11/16/2004	9/30/2013	C	22	$5,000,000
BRV-0536	Titusville	City Hall	FL	Max Brewer Causeway - Rock Revetment	1, 5, 6, 8	4/5/1999	9/30/2020	D	26	$8,500
BRV-0617	Titusville	City Hall		Portable generators for Water/Wastewater	1, 5, 6, 8	11/9/2004	9/30/2020	C	32	$360,000
BRV-0768	Titusville	City Hall	FL	City fire stations wind retrofit	1, 5, 6, 8	4/5/1999	9/30/2020	D	29	$180,000
BRV-0781	Titusville	City Hall	W	Vehicle Maintenance Facility Upgrade	8	10/30/2008	9/30/2013	C	29	$225,000
BRV-0782	Titusville	City Hall	W	Water Resource Facilities	1, 5, 6, 8	10/30/2008	9/30/2020	D	26	$1,500,000
BRV-0783	Titusville	City Hall	FL	Wind Retrofit Municipal Marina Bldgs.	1, 5, 6, 8	10/30/2008	9/30/2020	D	29	$400,000
BRV-0861	Titusville	Titusville Water Resources	UL	Titusville Lift Station Generators	5, 8	6/25/2018	6/25/2022	IP	32	$1,043,867
BRV-0801	West Melbourne	Brevard County Parks & Recreation	UL	Generator - Max K. Rodes Park Maintenance Facility	1, 5, 6, 8	8/29/2014	8/29/2024	D	25	$50,000
BRV-0828	West Melbourne	City Hall/Admin	UL	Portable generator 1 - wastewater lift station	4, 5, 7, 8	6/15/2015	6/15/2020	U	32	$86,410
BRV-0829	West Melbourne	City Hall/Admin	UL	Portable generator 2 - wastewater lift station	4, 5, 7, 8	6/15/2015	6/15/2020	U	32	$86,410

1.13 APPENDIX II

1.13.1 Brevard Prepares Bylaws

ARTICLE I. PURPOSE OF *Brevard Prepares*

The purpose of *Brevard Prepares* is to decrease the vulnerability of the citizens, governments, businesses and institutions of Brevard County, Florida, to the future human, economic and environmental costs of natural, technological, and societal disasters. *Brevard Prepares* will develop, monitor, and maintain a local strategy for hazard mitigation and post-disaster redevelopment, which will be intended to accomplish this purpose.

ARTICLE II. MEMBERSHIP

Participation in *Brevard Prepares* is voluntary by all participating entities. Membership is established in accord with the following provisions:

- Participation in *Brevard Prepares* is open to all jurisdictions, organizations and individuals supporting its purposes, and
- The membership and participation of local governments in *Brevard Prepares* is controlled by contractual agreements between the Florida Department of Community Affairs, Brevard County and the participating municipalities. These contractual agreements are incorporated hereto by reference, and their provisions are controlling.

ARTICLE III. ORGANIZATIONAL STRUCTURE

The organizational structure of *Brevard Prepares* shall consist of a Steering Committee and ad hoc committees.

A. The Steering Committee

Brevard Prepares shall be guided by a Steering Committee of not more than twenty-two (22) members, consisting of designated representatives of the following:

- One representative from the government of Brevard County and each participating municipality,
- One representative from organizations and associations representing key business, industry, and community interest groups of Brevard County, and
- Other interested individuals from the general public appointed by a majority vote of the Steering Committee.

Members of the Steering Committee will be designated by formal resolution, appointment or other action to serve as the official representative and spokesperson for

the jurisdiction or organization regarding the activities and decisions of *Brevard Prepares*.

To maintain good standing, members of the Steering Committee or their alternate must not have more than one unexcused absence from annual meetings.

B. Ad hoc committees

Brevard Prepares may designate ad hoc committees, as needed. Membership of the permanent subcommittees is unlimited and is open to all interested jurisdictions, organizations and individuals. Temporary committees may be established at any time for special purposes by the chair of the Steering Committee, and their membership designated at that time. Membership in such subcommittees is not restricted. There are no requirements for individuals to maintain good standing as members of temporary committees.

C. Program Staff

Brevard County Emergency Management will provide and/or coordinate individuals and organizations serving as the program staff for Brevard Prepares.

ARTICLE IV. OFFICERS

Any member in good standing of the Steering Committee is eligible for election as an officer. The Steering Committee will have a chair elected by a majority vote of a quorum of the members. The Steering Committee will also elect by majority vote a vice chair. One of these positions will be elected from the representatives of local government and the other from the representatives of local government or the private sector. Each will serve a term of one year, and be eligible for re-election for an unlimited number of terms. The chair and vice chair of the Steering Committee are also considered to be chair and vice chair of *Brevard Prepares*.

The chair of the Steering Committee will preside at each meeting of the Steering Committee, establish temporary committees, and assign personnel to them. The vice chair will fulfill the duties and responsibilities of the chair in his or her absence.

The chair of each temporary committee will be designated from the members in good standing of the Steering Committee, and will serve at the pleasure of the chair of the Steering Committee.

ARTICLE V. RESPONSIBLITIES

A. Steering Committee

The Steering Committee will be responsible for oversight and coordination of all actions and decisions by *Brevard Prepares*, and is solely responsible for formal actions in the name of *Brevard Prepares*, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The Steering Committee makes assignments to ad hoc committees, coordinates their work, and takes action on their recommendations.

B. Subcommittees

The responsibilities of ad hoc committees will be defined at the time they are established by the chair of the Steering Committee. As an example, there may be a need to assemble a committee for public information efforts to secure public input and comment on the efforts of *Brevard Prepares*; to inform the public about the activities of *Brevard Prepares*; to conduct public information and education programs regarding hazard mitigation; to assist with the conduct of public hearings; and, to promote public acceptance of the strategy developed by Brevard Prepares.

C. Program Staff

Technical, clerical and other types of support activities to the Steering Committee and subcommittees will be provided through Brevard County Emergency Management and other county agencies as assigned. Emergency Management will also serve as the legal governmental representative of the Working Group, and is empowered under County Code to accept and disburse funds, enter into contracts, hire staff, and take such other actions as necessary in support of, or in the name of, *Brevard Prepares*. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of Emergency Management and/or the chair of the Steering Committee.

ARTICLE VI. ACTIONS BY *BREVARD PREPARES*

A. Authority for Actions

Only the Steering Committee has the authority to take final actions in the name of *Brevard Prepares*. Actions by committees or program staff are not considered as final until affirmed by action of the Steering Committee.

B. Meetings, Voting and Quorum

Meetings of the Steering Committee and ad hoc committees will be conducted in accord with Robert's Rules of Order, when deemed necessary by chair of the meeting. Regular meetings of the Steering Committee will be scheduled annually with a minimum of 10 working days' notice. This meeting may be designated a *Brevard Prepares* meeting, with appropriate official notice given so that the general public may attend. The scheduling of meetings of a temporary committee is at the discretion of its chair.

All final actions and decisions made in the same of *Brevard Prepares* will be by affirmative vote of a quorum of the Steering Committee. A quorum shall be one-third plus one of the members of the Steering Committee in good standing at the time of the vote. Each member of the Steering Committee will have one vote. Voting by proxy, written or otherwise, is permitted.

C. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances that are judged by both the chair and vice chair of the Steering Committee to prohibit scheduling of a regular meeting of the Steering Committee. Special votes may be by telephone, email and/or first class mail, and shall be in accord with all applicable statutes for such actions.

D. Public Hearings

When required by statute or the policies of Brevard County, or when deemed necessary by the Steering Committee, a public hearing regarding actions under consideration for implementation by *Brevard Prepares* will be held.

E. Documentation of Actions

All meetings and other forms of action by the Steering Committee and ad hoc committees will be documented and made available for inspection by the public.

VII. ADOPTION OF AND AMENDMENTS TO THE BYLAWS

The Bylaws of *Brevard Prepares* may be adopted and/or amended by a two-thirds majority vote of the members in good standing of the Steering Committee. All proposed changes to the bylaws will be provided to each member of the Steering Committee not less than 10 working days prior to such a vote.

VIII. DISSOLUTION OF *BREVARD PREPARES*

Brevard Prepares may be dissolved by affirmative vote of 100% of the members in good standing of the Steering Committee at the time of the vote, by order of a court of competent jurisdiction, and/or by instruction of the Brevard County Board of Commissioners. At the time of dissolution, all remaining documents, records, equipment and supplies belonging to *Brevard Prepares* will be transferred to Brevard County Emergency Management for disposition.

Adopted December 19, 2013

Operating Procedures for Brevard Prepares

1.0 Background and Purpose

Brevard Prepares was established to identify and recommend projects and programs that, when implemented, would eliminate, minimize, or otherwise mitigate the vulnerability of the people, property, environmental resources and economic vitality of the community to the impacts of future disasters. These identified projects and programs are termed “mitigation initiatives” and constitute the principal component of the Brevard County Local Hazard Mitigation Strategy. The fundamental purpose of this plan is to guide, coordinate and facilitate the efforts of the agencies, organizations, and individuals participating in the Task Force as they seek funding, authorities or other resources necessary for implementation of the identified mitigation initiatives.

Brevard Prepares has established an organizational structure to support its operations, and has adopted bylaws that govern the membership and functioning of the group. To complement these bylaws, these procedures have been prepared to define how this organizational structure identifies, evaluates and processes the mitigation initiatives needed to reduce the community’s vulnerability to future disasters. The procedures identify the steps through which newly proposed mitigation initiatives are evaluated and coordinated among the participants in Brevard Prepares, and then incorporated into the local mitigation strategy. The procedures also define how the local mitigation strategy will be routinely updated, enhanced and maintained in the future.

2.0 Overview of the Procedure

This procedure defines the fundamental operations by Brevard Prepares to develop, expand and maintain the local mitigation strategy, including the following:

- Support of the organization and its operations,
- Identification of the natural, technological and societal hazards threatening the community,
- Evaluation of the human, economic and environmental vulnerabilities to those hazards,
- Assessment of the existing framework of policies, plans and requirements of the community as related to the capability to eliminate, reduce or mitigate the community’s vulnerabilities to the identified hazards,
- Identification, characterization, justification and prioritization of new initiatives to eliminate, reduce or mitigate the community’s vulnerabilities,
- Evaluation and coordination of new mitigation initiatives by Brevard Prepares,
- Resolution of conflicts between participants in the planning regarding proposed mitigation initiatives and their implementation,

- Incorporation of mitigation initiatives into the plan for future implementation,
- Coordination of the implementation of mitigation initiatives in the plan, and
- Periodic review of the status of implementation of the initiatives incorporated into the local mitigation strategy, and assessment of their priority for the ensuing planning period, and
- Preparation and distribution of updated editions of the local mitigation strategy to the community for review and adoption by the jurisdictions and organizations represented on Brevard Prepares.

3.0 Development and Maintenance of Brevard Prepares' Organization

The categories and types of participants that are eligible for membership in Brevard Prepares are specified in the bylaws. Participants in Brevard Prepares include many different types of agencies, organizations and individuals, such as government agencies, regional authorities, community and neighborhood groups, business associations, private businesses and industries, local institutions, and even interested individuals. Organizational participants in Brevard Prepares have the following duties:

- To assign individuals to serve as agency or organizational representatives on Brevard Prepares,
- To have these representatives attend meetings and contribute to the discussions and decision making conducted by Brevard Prepares,
- To provide expertise, information or perspective on the identification and definition of hazards threatening the community,
- To conduct technical evaluations of the vulnerabilities of the facilities, systems, neighborhoods, operations and/or valuable resources for which they are responsible or otherwise depend upon,
- To identify, characterize, and propose for incorporation into the plan various structural and non-structural mitigation initiatives that would eliminate, reduce or mitigate the vulnerabilities of their facilities, systems, operations or resources to the impacts of future disasters,
- To periodically prioritize or reprioritize initiatives as funding becomes available.
- To adopt, endorse or otherwise approve their portion of the local mitigation strategy,
- To strive to implement the mitigation initiatives identified by the organization and incorporated into the plan by Brevard Prepares as the resources and/or authorities to do so become available,
- To continue to appraise Brevard Prepares Steering Committee of the implementation status of the organization's proposed mitigation initiatives incorporated into the plan, and
- To support or otherwise participate in Brevard Prepares' activities in the community to further develop its overall mitigation capability.

The bylaws of Brevard Prepares also establish the organizational structure and responsibilities of a permanent Steering Committee overseeing development, maintenance and implementation of the local mitigation strategy. The Steering Committee may also establish temporary ad hoc subcommittees if needed for special assignments. The general duties and responsibilities of these committees are identified in the bylaws, and this procedure defines how these committees carry out those duties.

A program staff functioning under the direction of the Steering Committee also supports Brevard Prepares. The program staff will establish a schedule of meetings of the committees, notify individuals of the meeting time and locations, and otherwise support the committees in their activities. The program staff will also routinely issue reports to the Steering Committee regarding the status of participation of the agencies and organizations with membership in Brevard Prepares, as well as on the progress of these agencies and organizations in developing and maintaining their role in the strategy. To do this, the program staff will maintain a list of the public and private organizations and agencies making up Brevard Prepares.

The program staff will also support the organization through the following operations:

- Scheduling meetings of the committees under the direction of the committees' chairpersons,
- Supporting meetings as needed by preparing agendas and facilitating discussion, as well as preparing and distributing summaries of meetings,
- Training and informing participants in the technical and administrative operations needed for development and maintenance of the strategy,
- Assisting with the technical analyses, when necessary,
- Processing information and data provided by the participants for its use in the local mitigation strategy,
- Supporting agency and organizational efforts for the implementation of the mitigation initiatives incorporated into the plan,
- Maintaining the computer database of the mitigation initiatives proposed by the participants and incorporated into the plan, and
- Providing other such information and support as feasible to accomplish the mission of Brevard Prepares.

4.0 Increasing Community Awareness and Understanding of Hazard Mitigation

One of the key roles of Brevard Prepares is to increase the general public's awareness of the benefits of hazard mitigation and the available techniques for making the community more disaster resistant. An important assessment necessary for the

effective development and maintenance of the Brevard County Local Mitigation Strategy is to evaluate the current level of the public's understanding of, acceptance for and willingness to implement a range of mitigation initiatives. Periodically, Brevard Prepares will survey portions of the community or otherwise solicit information regarding the public's perspective on mitigation needs and programs, as well as the factors that make the public more vulnerable to disasters than is warranted.

The Steering Committee will be responsible for ensuring that processes undertaken for the development, implementation and maintenance of the Brevard County Local Mitigation Strategy have adequately considered public needs and viewpoints. As needed, Brevard Prepares will encourage appropriate participating agencies and organizations to propose mitigation initiatives that would, upon implementation, further public understanding and utilization of good mitigation practices.

5.0 Identification of the Hazards Threatening the Community

Jurisdictional and organizational representatives are responsible for Brevard Prepares' initial and ongoing efforts to identify the natural, technological and societal hazards threatening the community. The purpose of this analysis is to define those locations, facilities or systems within Brevard County that may be vulnerable to the impacts of those hazards and warrant further assessment. For the convenience of subsequent planning, the analysis will be conducted, as much as feasible, on the basis of local government jurisdictional boundaries.

In its discretion, Brevard Prepares may conduct this analysis on behalf of all jurisdictions, or may request each local government jurisdiction to conduct the analysis independently using the common methodology. To the extent information is available; Brevard Prepares and/or the individual jurisdiction will utilize data provided in a geographic information system (GIS) format for those identified hazards that have been so characterized. When feasible, information and data resulting from Brevard Prepares' efforts will be recorded a GIS format as well. In the absence of available GIS data, the analysis will be conducted on the basis of "best judgment" by the planning participants.

The hazard identification analysis will be accomplished through the following general methodology:

- Identifying all significant natural, technological and societal hazards that threaten Brevard County.
- Defining or estimating the geographic and/or operational scope of the areas and/or community functions within Brevard County that could be impacted by the hazard.
- Determining or estimating the probability or frequency of occurrence of the hazard event.

- Defining, estimating or predicting the general consequences of the event to human health and safety, to property, to valuable environmental resources and the economic vitality of the community.
- Deriving a measure of risk to reflect the relative significance of hazard being addressed to the jurisdiction being evaluated.

The measure of relative risk may then be used by the jurisdiction and/or Brevard Prepares to guide and prioritize the subsequent mitigation planning process. The hazard identification process is intended to encompass both developed areas of Brevard County as well as those likely to be developed in the future.

Hazard identification information and other findings from this analysis will be made available for use by the public and other interested organizations and agencies. As applicable, the findings of the analysis will be included in the individual jurisdictional and/or organizational sections of the Brevard County Local Mitigation Strategy.

6.0 Vulnerability Assessment

Considering the relative risk of the identified hazards for each local jurisdiction, the participants will then conduct an assessment of the vulnerability of specific facilities, systems, and/or neighborhoods within those jurisdictions, as applicable to their authorities, responsibilities and/or interests. Brevard Prepares promotes the use of a process to ensure countywide uniformity in the technical approach by all participating jurisdictions. Brevard Prepares, through its support staff, is also responsible for monitoring progress in implementation of the vulnerability assessment process.

The vulnerability assessments of specific facilities and systems will be conducted by those agencies, organizations or individuals represented on Brevard Prepares that have established operational control over the facilities or systems, or otherwise have been designated as responsible for their operation and maintenance. For neighborhoods, the assessment will be conducted by the local government agency with expertise, responsibility or interest in the location, and/or by representatives of the applicable neighborhood or community association.

Vulnerability assessments will include evaluation of the potential for physical damage or operational failure due to the occurrence of the hazards identified as threatening the community. This evaluation will also include the vulnerability of the community to physical damage or operational failure of that facility, system or neighborhood.

The vulnerability assessment process will identify, for the evaluated facilities, systems and neighborhoods, those features or functions relatively more vulnerable to damage or

failure in the event of the occurrence of a specified hazard. This finding is then available for the Brevard Prepares participants and/or the Steering Committee to use in the development of proposed initiatives needed to eliminate, reduce or otherwise mitigate those vulnerabilities.

For each update of the plan, participants will identify those facilities, systems and/or neighborhoods thought to be vulnerable to the impacts of a disaster that have not yet be subject to a vulnerability assessment. Brevard Prepares will strive to obtain assessments for all potential vulnerable facilities, systems or neighborhoods until the entire community has been evaluated.

In addition, to the extent feasible, Brevard Prepares will strive to obtain vulnerability assessments for undeveloped land that is likely to be developed in the future. This will be done to identify the mitigation actions necessary during the land's development, should it occur, to protect new facilities, systems and neighborhoods from future hazard events. These identified mitigation actions will be formulated as proposed mitigation initiatives for incorporation into the plan and that would, upon implementation, guide the development of the land in the desired manner.

The findings from the vulnerability assessment will be made available for use by the public and other interested organizations and agencies. As applicable, the findings of the analysis will be included in the individual jurisdictional and/or organizational sections of the Brevard County Local Mitigation Strategy.

7.0 Evaluation of Existing Policies, Plans and Regulations

Using the results of the hazard identification and vulnerability assessment process, the jurisdictions and Brevard Prepares will maintain an ongoing effort to evaluate the existing policies, plans and regulations of the local government jurisdictions in the planning area. This analysis will be used to define the capabilities of the local jurisdictions' policies, plans and regulations to effectively control or manage the identified hazards and/or eliminate or minimize the vulnerability to those hazards. The Steering Committee will implement a common analysis methodology to define the following characteristics of the policy, planning and regulatory framework of Brevard County and its local jurisdictions:

- The existing array of policies, plans and regulations established by local jurisdictions in Brevard County that are relevant to the control and management of hazards and vulnerabilities to those hazards,
- Shortfalls or gaps in the policies, plans and regulations of the local jurisdictions to adequately eliminate or reduce vulnerabilities to identified hazards,

- Inconsistencies or conflicts between the policies, plans and regulations of local jurisdictions resulting in reduced capabilities to eliminate or reduce vulnerabilities to identified hazards, and
- Inadequacies of local jurisdiction's policy, planning or regulatory framework to fully comply with state or federal hazard mitigation requirements.

This analysis may be conducted by the Steering Committee, the program staff and/or individual local jurisdictions using the methodology established. The findings of the analysis will be available for the applicable participating local jurisdictions to identify mitigation initiatives to modify or enhance the existing policy, planning and regulatory framework and to incorporate these initiatives into the corresponding section of the Brevard County Local Mitigation Strategy.

8.0 Identification and Characterization of Proposed Mitigation Initiatives

All agencies and organizations participating in Brevard Prepares are encouraged to propose mitigation initiatives for processing and incorporation into the local mitigation strategy, based on the findings of the hazard identification, vulnerability assessment, and evaluation of policies, plans and regulations. Formulation of mitigation initiatives will be done only by those individual agencies, organizations or jurisdictions participating in Brevard Prepares that have the responsibility or authority to implement the identified mitigation initiative should the resources and/or authorities become available to do so. When needed, the Steering Committee may request an agency, organization or jurisdiction that has such responsibility or authority for its cooperation and support to formulate proposed mitigation initiatives determined to be needed based on the results of the hazard identification, vulnerability assessment or evaluation of policies, plans and regulations.

The identification and characterization of proposed mitigation initiatives for incorporation into the Brevard County Local Mitigation Strategy will be in accord with a common methodology. Proposed mitigation initiatives may be structural, non-structural or combined structural and non-structural, and will be identified and characterized by representatives of the agency or organization intending to propose that initiative for incorporation into the strategy. The program staff may offer assistance and guidance to the participating agency or organization regarding the process to identify and characterize mitigation initiatives, but the participant is responsible for the validity of the information utilized to characterize the proposed initiative. A participating agency or organization may identify and characterize as many mitigation initiatives as desired to propose for incorporation into the Brevard County Local Mitigation Strategy.

9.0 Prioritization and Submission of Proposed Mitigation Initiatives

In order to most effectively allocate limited resources available for implementation of mitigation actions in the community, all initiatives will be prioritized in accord with a common methodology as funds become available. The participating agency or organization proposing each initiative is responsible for use of this methodology.

Upon completion of the identification, and characterization of a mitigation initiative proposed for incorporation into the strategy, the participating agency or organization will submit the proposal to the Steering Committee for review and coordination with other proposed mitigation initiatives. The submittal will be on a schedule and in a format established by the Committee for this purpose.

10.0 Review and Coordination of Proposed Mitigation Initiatives

The Steering Committee is responsible for ensuring the inter-jurisdictional and inter-organizational review and coordination of proposed mitigation initiatives. To accomplish this responsibility, the Committee will do the following:

- Establish a schedule for the participants to submit proposed mitigation initiatives to be considered for incorporation into the next edition of the Brevard County Local Mitigation Strategy,
- Distribute guidance as needed to facilitate complete and accurate submittals by the participants,
- Review each proposed mitigation initiative received for completeness, adherence to the prescribed methodology, the validity of the characterization information and data used by the participant, and the likelihood that the proposal will actually mitigate the hazard(s) or vulnerability(ies) of concern,
- Compare proposed mitigation initiatives with others already incorporated into the plan or being submitted during the current planning period to ensure an absence of conflict or redundancy in purpose,
- If needed, return the proposed mitigation initiatives to the submitting agency or organization for additional information or analysis and re-submittal, and
- Upon receipt of an acceptable mitigation initiative, it is then ready to be incorporated into the mitigation plan.

11.0 Incorporation of Proposed Mitigation Initiatives into the Strategy

The Steering Committee, at its next meeting, will approve all available and acceptable mitigation initiatives for incorporation into the Brevard County Local Mitigation Strategy. The Steering Committee may concur with the recommendation or disagree.

In the event that the Steering Committee refuses to incorporate the proposed mitigation initiative into the Local Mitigation Strategy, a full explanation for the action will be provided to the participant and suggestions made regarding corrective actions that could be taken to enable the proposal to be so incorporated. The proposing agency or organization would then be responsible for taking such actions and resubmitting the proposal for incorporation into the strategy.

No proposed mitigation initiative will be considered as incorporated into the plan until it is the given an affirmative majority vote by the Steering Committee for incorporation into the plan.

12.0 Resolving Conflicts

In the event that a mitigation initiative proposed by a participating agency or organization is determined by the Steering Committee to be in conflict with one or more other initiatives in the plan or being submitted by others, the Committee will take action to resolve the conflict. This will be done in the following manner:

- The participants proposing the conflicting mitigation initiatives will be notified of the findings of the Committee and requested to make any such modifications to the proposals needed to resolve the conflicts,
- Should the participants be initially unwilling or unable to make such modifications to their proposed mitigation initiatives, the Committee will schedule and hold a detailed discussion of the matter and involve both participants and any other interested parties,
- In the event that such detailed discussions do not result in voluntary action on the part of the participants making the proposals, the Committee will formulate a recommendation to resolve the conflict. In making this recommendation, in its discretion, the Committee may give preference to the proposal already incorporated into the plan, to that first submitted to the Committee for review, and/or to the proposal achieving the highest priority score, and
- The Steering Committee will then take any such action as deemed appropriate to reconcile the conflict prior to approval actions for incorporation of the proposal(s) into the plan.

13.0 Incomplete Processing of Proposed Mitigation Initiatives

If proposed mitigation initiatives are submitted to the Steering Committee after the deadline established for that purpose, in its discretion, the Committee may decline the process such proposed initiatives for the next edition of the plan. However, the Committee will retain the submissions, and review and process the initiatives in accord with this procedure for purposes of incorporating them into the subsequent edition of the

plan. These unprocessed mitigation initiatives will be termed “pending” mitigation initiatives, and may be listed in the next published edition of the plan under that term. Pending mitigation initiatives will not be eligible for funding or resources made available through the steering committee and/or the Brevard County Mitigation Plan in the same manner as would proposed initiatives that are fully processed and incorporated into the strategy. The participating agencies and organizations may separately, in their discretion, pursue implementation of pending mitigation initiatives at any time.

14.0 Implementation of Proposed Mitigation Initiatives

Following its incorporation into the Brevard County Local Mitigation Strategy, each participating agency or organization is responsible to attempting to secure the funding, resources or other approvals and permits necessary to implement the proposed mitigation initiative. Brevard Prepares and the support staff will provide such support to the agency or organization as is feasible at the time, but the agency or organization itself maintains full legal, financial and administrative responsibility for implementation of the proposed action.

On request of the agency or organization attempting to implement an approved mitigation initiative, the Steering Committee will certify to any identified party that the proposed mitigation initiative was subjected to the above noted review and coordination process, and that it has been approved for incorporation into the strategy. If desired, this certification and documentation of an initiative’s incorporation into the plan may be delegated by the Steering Committee to the program staff.

15.0 Monitoring of Implementation of Mitigation Initiatives

The Steering Committee will be responsible for monitoring the status of implementation of proposed mitigation initiatives incorporated into the Local Mitigation Strategy. On an annual basis, the participating agencies and organizations will make information available to identify if one or more of the following actions have been accomplished by the agency or organization proposing the initiative:

- Initial actions to obtain funding, permits, approvals or other resources needed to begin implementation of the initiative,
- Any necessary design or development actions have been initiated or completed, or if funding has been obtained,
- Complete implementation of the mitigation initiative,
- If the agency or organization proposing the initiative no longer intends to implement the initiative, and/or
- Additional information or analysis has been developed that would modify the priority originally assigned to the initiative upon its incorporation into the strategy.

In monitoring the implementation status of the mitigation initiatives incorporated into the Brevard County Local Mitigation Strategy, the jurisdiction's representative will evaluate the relevance of their corresponding initiatives incorporated into the strategy. This determination will be made with consideration of the following factors:

- The proposed initiative's relationship to current or more recent hazard identification and risk assessment evaluations conducted by the jurisdiction and/or Brevard Prepares,
- Recent experience with hazard events in Brevard County and the relevance to the proposed initiative to mitigating the vulnerabilities to those hazards,
- The initiative's predicted current and/or continuing acceptance to the community for implementation, and
- The current probability of receiving funding for implementation from local, state or federal sources and its consistency with current local, state and federal program priorities.

The Steering Committee should be informed by the jurisdiction's representative when an initiative is being or has been implemented and can be removed from the plan: or, the proposing agency or organization has terminated action on the initiative and has requested its removal from the plan. Brevard County Emergency Management staff will update the plan accordingly.

The Steering Committee will act to finalize the list of approved proposed mitigation initiatives to be incorporated into the next updated edition of the Brevard County Local Mitigation Strategy.

16.0 Approval and Issuance of the Brevard County Local Mitigation Strategy

On a five-year cycle, or in accord with state and federal requirements, Brevard Prepares will approve and issue an update of the Local Mitigation Strategy. To do this, the Steering Committee will, by affirmative majority vote, allow release of the updated version of the plan, which will contain at least the following information:

- The currently approved listing of the mitigation initiatives proposed by participating agencies and organizations,
- A statement of Brevard Prepares' goals and objectives for initiative implementation for the coming planning period,
- Updated information regarding the findings of the hazard identification, vulnerability assessment and evaluation of policies, plans and regulations,
- Progress on implementation of the mitigation initiatives previously incorporated into the strategy,

- A listing of the currently participating agencies and organizations and the status of their participation, and
- The current edition of the Brevard Prepares' bylaws and operating procedures.

The updated plan will contain any proposed and approved or pending mitigation initiatives processed by Brevard Prepares during the preceding planning period. It will also include the approved proposed mitigation initiatives listed in any previous editions of the plan unless they have been removed or terminated from the plan.

Each major jurisdiction and/or organization participating in the mitigation planning process will have a separate section of the plan document specifically intended to list the findings of any analyses done for that jurisdiction. This separate section will also contain the complete list of mitigation initiatives proposed by that jurisdiction or organization.

Brevard Prepares will announce, by public notice, the completion, approval and release of the plan. Prior to or concurrent with formal action to release the plan, the Steering Committee may determine that a public hearing or public forum is necessary or required to allow the community an opportunity to review and comment on the plan both while it is being updated and prior to its formal approval. Upon such a determination, Brevard Prepares and/or the support staff will take the necessary actions to plan, conduct and document the public comment and/or hearing process.

Brevard Prepares will also take such actions as feasible to make the Brevard County Local Mitigation Strategy readily available to members of the public and other interested organizations and agencies. At a minimum, a full copy of the plan will be available to each participating jurisdiction or organization. A publicly accessible copy will also be made available through Brevard County Emergency Management website.

Upon approval and release of the Brevard County Local Mitigation Strategy, the Steering Committee will request the governing body of each participating jurisdiction or organization to take action to adopt, approve, and/or endorse their designated section of the plan. It is not necessary for individual jurisdictions or organizations to take any action concerning the portions of the plan pertaining to another jurisdiction or organization. Upon approval of their portion of the Brevard County Local Mitigation Strategy, the participating jurisdiction or organization will notify the Steering Committee. In the event that their portion of the plan is rejected, disapproved or significantly modified in whole or in part, the Steering Committee will be notified of the reasons. The representatives of that jurisdiction or organization will then be requested to work with

the Steering Committee to address and resolve the impediments interfering with receipt of approval or endorsement by the participating jurisdiction or organization.

17.0 Approval of Supplements to the Plan

When indicated, the Steering Committee may, in its sole discretion, elect to approve issuance of a supplement to the currently approved mitigation plan. This supplement may contain one or more proposed mitigation initiatives that have been fully processed in accord with this procedure. Upon its issuance, the supplement and the mitigation initiatives contained therein are considered to be an integral part of the Brevard County Local Mitigation Strategy pending the approval of the supplement by the governing body of the jurisdiction or organization that proposed the initiatives.

18.0 Evaluation of the Plan

The plan is to be evaluated on an annual basis by Brevard County Emergency Management or its designee. Brevard County Emergency Management was selected as the organization to evaluate the mitigation plan for the Office serves as support staff for Brevard Prepares, a committee with representatives from all of the participating jurisdictions and organizations. In this role, Emergency Management has responsibility for maintaining the master copy of the plan, for scheduling and facilitating meetings of Brevard Prepares, and maintaining liaison with adjacent counties, and the State of Florida. In addition, frequently, Emergency Management is the contact point and coordinator for post-disaster funding opportunities for implementation of the proposed mitigation initiatives incorporated into the plan.

The evaluation process can include the following steps, as indicated at the time:

- Assessing recent emergency events and their impact, as well as the resultant influence and/or adjustments that are needed in the mitigation planning process
- Evaluating the progress in addressing the established mitigation goals and objectives, primarily through the development and implementation of initiatives for each goal and objective to ensure progress is being made.
- Assessing the extent to which the mitigation plan is effectively interacting with other jurisdictional plans and programs related to mitigation issues, such as being incorporated into a jurisdiction’s comprehensive plan, emergency management plan, capital improvement plan, stormwater management plan, etc.
- Evaluating the extent to which the vulnerabilities of assessed critical facilities, other facilities and systems, neighborhoods and repetitive loss properties are being addressed through the planning process, including the development and implementation of initiatives.

- Assessing whether Brevard Prepares continues to have or needs to expand its membership to promote community participation in the mitigation planning process.
- Evaluating continuing progress in the expansion and/or updating of the hazard identification and vulnerability assessment process, the development and implementation of mitigation initiatives, as well as assessing the effectiveness of implemented initiatives.
- Assessing specific aspects of the mitigation policies and programs, based on policy data entered into the program, to evaluate specific mitigation issues of interest, especially on a multi-jurisdictional basis, such as variations in local mitigation-related codes.

19.0 Assistance with Initiative Funding and Implementation

Each participating agency and organization is responsible for implementation of the mitigation initiatives contained within their portion of the Brevard County Local Mitigation Strategy when the necessary resources, funding, authorities and/or authorizations to do so become available. Brevard Prepares will, nevertheless, offer assistance and support to the participating agencies and organizations in implementing their proposed mitigation initiatives as appropriate opportunities arise.

The Steering Committee, with the support of the support staff will, during each planning cycle, attempt to obtain information regarding upcoming state and federal programs which may offer opportunities for participating agencies and organizations to receive funding for initiative implementation. The Committee will assess the proposed mitigation initiatives listed in the current approved edition of the Brevard County Local Mitigation Strategy for all jurisdictions and organizations, and identify the proposed mitigation initiatives matching the funding requirements and/or limitations of the applicable state and federal program. The Committee will then select the proposed initiatives in descending order of priority ranking and, in turn, notify the participating agency or organization of the potential availability of funding for initiative implementation. If it wished to apply for the funding available, the applicable agency or organization would be responsible for then agreeing to complete the necessary application forms, provide any matching funds, etc. If the agency or organization was unable or unwilling to undertake the application process, the Steering Committee and/or program staff would notify the agency or organization with the next highest ranked proposed mitigation initiative listed in the current strategy. In the event that two or more proposed mitigation initiatives listed in the plan were eligible for the funding opportunity and had the same priority ranking, the Committee and/or support staff would simultaneously notify the proposing agencies or organizations.

This action by the Committee and support staff is only intended to facilitate implementation of the various initiatives listed in the Brevard County Local Mitigation Strategy. Nothing in this procedure or the Bylaws of Brevard Prepares is intended to prohibit, interfere with or discourage any participating agency or organization from seeking the funding, resources or authorities at any time to implement proposed mitigation initiatives listed in the Brevard County Local Mitigation Strategy.

20.0 Assessment of Recent Disaster Events

Within 60 days following a significant disaster or emergency event impacting Brevard County or any of its municipal jurisdictions, the Steering Committee and/or jurisdiction representatives will conduct an analysis of the event to capture any “lessons learned” for the purpose of continuing development of the Local Mitigation Strategy. The Committee, with the support staff, will classify the event based on the hazard category and assess the magnitude of the event and the community’s reaction to it. The direct and indirect damage, response and recovery costs will also be gathered or estimated. Any mitigation techniques in place in the impacted areas would be assessed for their apparent effectiveness in decreasing damages. The type and extent of the damages that were experienced would also be evaluated to determine the types of mitigation initiatives that should be incorporated into the plan to avoid similar losses during future hazard events of the same type. Based on this assessment, the Committee would recommend to one or more of the participating agencies or organizations that they propose appropriate mitigation initiatives for incorporation into the next edition of the plan. In its discretion, the agency or organization could then propose such an initiative and transmit it to the Committee for processing in accord with this procedure.

Voting Members of Brevard Prepares, 2020

Name of Organization	Voting Representative	Title
Cape Canaveral	Jeff Ratliff	Public Works Director
Cocoa	Jonathan Lamm Samuel Byrd	Fire Chief Assistant Fire Chief
Cocoa Beach	**Ryan Duckworth (Vice Chair)** Jim McKnight	Fire Chief City Manager
Grant-Valkaria	Jason Mahaney	Town Administrator
Indialantic	Michael Casey	Town Manager
Indian Harbour Beach	Mark Ryan Todd Scaldo	City Manager Fire Chief
Malabar	Matt Stinnett Michael Foley	Town Manager Fire Chief
Melbourne	Rebecca Thibert Jennifer Spagnoli	Assistant to the City Manager Asst. Public Works & Utilities Director
Melbourne Beach	Elizabeth Mascaro	Town Manager
Melbourne Village	Gail Griswold	Town Administrator
Palm Bay	Sandra Urban Jim Williams	Special Projects Manager Floodplain Administrator
Palm Shores	Carol McCormack Ed Washburn	Town Administrator Town Planning Consultant
Rockledge	**Alix Bernard (Chair)**	Planning Director
Satellite Beach	David Abernathy Liz Alward	Fire Chief Assistant County Manager
Titusville	Lisa Kubeika Michael Woodward	Special Projects Coordinator Fire Chief
West Melbourne	Keith Mills	Public Works Director
BC Bd. of County Commissioners	John Scott	Brevard County EM Manager
Brevard Public Schools	Sue Hann Karen Black	Planning and Project Management Planning & Intergovernmental Coordination Manager
Health First	Wayne Struble	Emergency Preparedness Specialist
L3 Harris Technologies	Carlotta Taylor	Corporate Security Manager
Port Canaveral	Barry Compagnoni Cory Dibble	Public Safety & Security Director Emergency Manager
St. Johns River WMD	Abby Johnson	Intergovernmental Coordinator
Waste Management	Dina Reider Hicks	Government Affairs Manager

Brevard Prepares

Adoption and Modification of the Bylaws

Date of First Bylaw:
February 5, 1999

Date of Modification of Bylaws:	12/13/2013	Reason for Bylaws Change:	Changed name of group, number of members, and organization of Steering Committee, streamlines to one large committee and ad hoc committees, etc.
Date of Modification of Bylaws:	10/01/2011	Reason for Bylaws Change:	Change of Steering Committee meeting frequency from bi-annually to annually.

1.14 APPENDIX III

1.14.1 Meeting Documentation

This section of the Local Mitigation Strategy documents meeting agendas and minutes

1.14.1.1 LMS Meeting – January 6, 2020 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

January 6, 2020
2:00 PM

AGENDA

1. Welcome and Introductions
2. Updates to Members List
3. Initiative Project Status
4. Critical Facilities Updates
5. Jurisdictional Code Reviews
6. Top Hazards and Risks by Jurisdiction
7. Development Trends
8. New LMS projects
   - City of Cocoa
   - City of Satellite Beach
   - Brevard County Sheriff's Office
   - City of Rockledge
   - Canaveral Port Authority
9. Hurricane Michael HMGP Ranking Discussion
10. New Business
    - Jurisdiction Changes
11. Next Meeting Date
12. Adjourn



1.14.1.1 LMS Meeting – January 6, 2020 Meeting Minutes

Committee Members in Attendance:
Chair Alix Bernard, City of Rockledge
Kimberly Prosser, Brevard County
Jonathan Lamm, City of Cocoa
Mark Ryan, City of Indian Harbour Beach
Carlotta Taylor, L3 Harris Corporation
Sandra Urban, City of Palm Bay
David Abernathy, City of Satellite Beach
Lisa Kubeika, City of Titusville
Keith Mills, City of West Melbourne
Wayne Struble, Health First

Other Attendees:
Debbie Coles, Brevard County Emergency Management (LMS Program Staff)
Agnes Bradt, Brevard County Public Safety Group
Anne Everly, Brevard Public Schools
Bill Spinelli, BC Sheriff's Office
Sam Byrd, City of Cocoa
Cory Dibble, Canaveral Port Authority
Joe Binde, Canaveral Port Authority
Sam Smith, Florida Division of Emergency Management
Jim Williams, City of Palm Bay
Alexis Miller, City of Satellite Beach
Liz Alward, City of Satellite Beach

The Brevard Prepares Steering Committee meeting was called to order at 2:00 p.m. by Alix Bernard, committee chair. Ms. Bernard welcomed the committee members and partners and introductions were made around the room.

Ms. Bernard indicated the November committee meeting was canceled due to lack of a quorum. However, this meeting had a quorum, so the committee could proceed with business.

Ms. Bernard asked that all get the members list from the back of the room and update any member information and give that to Brevard Prepares support, Ms. Debbie Coles with Brevard County Emergency Management.

Ms. Bernard then yielded the floor to Ms. Coles who opened a copy of the LMS project list (Appendix 1) and asked committee members to collect updates on all the projects listed in their section of the in preparation for the LMS update in 2020. Ms. Coles also asked for the same kind of review and update for the Critical Facilities list, Appendix 6 of the LMS.

Ms. Coles also went over Appendix 5 of the LMS, Mitigation-Related Strategies & Mechanisms by Jurisdiction, asking for that to be reviewed and updated prior to the meeting date.

Ms. Coles told the committee the LMS was due to expire in August of 2020 and it would take some time to update all the necessary sections of the plan. It would be in the committee members best interest to start working on those items soon. They should work with their land development and planning staff to update the appendices as requested. She also indicated that the first review on the plan was due to the Florida Division of Emergency Management at the end of February. February 25, 2020 was set by the committee as the deadline to have the updates to Ms. Coles.

The committee heard new project applications next:

The City of Cocoa proposed a project to reinforce the Indian River Drive bank with a geogrid secured by steel screw-in earth anchors along a 150 ft. area exhibiting the most severe distress. Revegetation and irrigation to encourage natural stabilization is also included. This project will increase the Factor of Safety of the bank stability from “marginally stable” 1.1 to 1.5 which is considered “stable”. The project mitigates coastal erosion, loss of comm systems, and transportation incidents. The cost was estimated at 99,979. The committee unanimously approved the project adopting it into the LMS. The priority score was 24. It was assigned number BRV-0878.

The City of Rockledge proposed to harden two fire stations (Stations 1 (35) and 3 (37)). This proposal includes installing two permanent generators at Stations 35 and 37 ($116,000). In addition, the City will replace the bay doors and doors at both stations, install hurricane impact windows at both stations, and replace the roofs at both stations including necessary reinforcement to bring protection level up to appropriate wind rating and bringing them up to current code requirements. Finally, the demolition costs for both stations brings the total cost of this project up to an estimated of $1,638,400.80. The project mitigates storm effects and prolonged utility failures. The priority score was 56. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0879.

The City of Satellite Beach presented 4 projects. The first was a generator for their fire station. Currently, the City of Satellite Beach Fire Station meets building code and is not

hardened past mandatory code. It is considered a critical facility, as it currently is used to ride out up to Category 3 level storms for firefighters and essential support staff and houses/hosts city first-responders.

The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 80 kW generator with accompanying support infrastructure. This is a wind and utility failure project. The cost estimate was $1,011,250. The priority score was 44. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0880.

Currently, the City of Satellite Beach Police Station meets building code and is not hardened past mandatory code. It is considered a critical facility, with essential communication hardware and spaces for critical administration, essential staff offices, and confidential information and materials related to public health and safety.

The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 80 kW generator with accompanying support infrastructure. This is a wind and utility failure project. The cost estimate was $794,385. The priority score was 44. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0881.

The City of Satellite Beach City Hall and Civic Center meets building code but is not hardened past mandatory code. It is considered a critical facility, as it currently is used to ride out low-level storms for essential staff, as well as hosts critical infrastructure and a space for mass assembly of city staff for hurricane preparations.

The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 150 kW generator with accompanying support infrastructure. This is a wind and utility failure project. The cost estimate was $990,730. The priority score was 44. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0882.

The final City of Satellite Beach project is the DRS Community Center. Currently, the City of Satellite Beach DRS Community Center meets building code and is not hardened past mandatory code. It is considered a critical facility, with essential communication hardware and spaces for essential staff to congregate for pre- and post-disaster operations as well as host community events, both scheduled and emergency-operations based.

The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 240 kW generator with accompanying support infrastructure. This is a wind and utility failure project. Mitigates

The cost estimate was $853,450. The priority score was 32. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0883.

The Sheriff's Office presented next and requires an emergency generator for the 911 communications center. The Communications Center is the central dispatch facility serving all of the Sheriff's Office field personnel, investigators, and specialty units. Additionally, the Sheriff's public safety tele communicators provide 9-1-1 call and dispatch services to the cities of Cape Canaveral, Melbourne Beach, Melbourne Village and West Melbourne. This mitigates a communications system failure. The cost estimate was $100,000. The priority score was 44. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0884.

The Canaveral Port Authority presented three projects. The first was the North Jetty Sediment Trap. A Sediment Trap would intercept sand influx from the north, particularly in the years preceding a "sand bypass" project that periodically dredges sand buildup from the beach north of the inlet along CCAFS. The trap would be located just seaward of the north jetty – where sand bypass dredging does not reach – and along the north edge of the navigation channel, at approximately the channel depth. Initial construction would deepen this area to that of the channel, placing the dredge material into existing, permitted nearshore and offshore disposal areas. The cost estimate was stated as $7,660,000. The priority score was 44. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0885.

The next project proposed by Canaveral Port Authority as the Infrastructure Hardening/Burying of Utility Poles. Port Canaveral has approximately 280 wooden utility poles spread throughout the jurisdiction. These poles are critical links for both power and communications and vital to ensuring quick response and recovery from a disaster. After both Hurricane Matthew and Irma, Port Canaveral lost power, and it was intermittent and unreliable for several days. The increased winds of Hurricane Irma snapped a critical power link to the northside fire department in half, resulting in a small fire and loss of power to the fire station. Port Canaveral's Maritime Center, fire stations 52 and 54, the Interagency Maritime Operations Center, Customs and Border Protection, and Port Authority tenants such as Seaport Canaveral all share the same power infrastructure and are vital components to emergency response and recovery for the state of Florida. Without a reliable power system, emergency response will be delayed as well as the ability to reopen and accept fuel vessels and their cargo offload. The need to harden Florida's seaports with sustainable power infrastructure is apparent and further warranted after the devastation of Hurricane Michael in the panhandle and Port Panama City. A recent study conducted by the Florida Port's Council in 2019 identified the need to further build out the resiliency of the current and gaining utility

infrastructure at Florida's seaports. Port Canaveral plans to harden the power infrastructure through burying existing power lines and replacing wooden poles with concrete. The cost estimate was stated as $3,000,000. The priority score was 36. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0886.

The final port project was a Non-Structural Retrofitting of Existing Building/IT Room. The existing Port data center housing communications and server systems is vulnerable to water, wind, and man-made disruptions. A disruption due to an event could impact the following services:

- network outage to of IP cameras and access control monitoring
- SCADA system outages
- email and internet outages
- phone service for operations
- application and revenue generating system outages
- Communications Center monitoring outages for BCSO and CFRBRV-0879.

The cost estimate was stated as $1,200,000. The priority score was 20. The committee unanimously approved the project adopting it into the LMS. It was assigned number BRV-0886.

All applicant's plan on funding the projects using Hurricane Michael HMGP funds.

Alix Bernard moved on the next order of business, to consider new Steering Committee positions. The committee unanimously approved the Canaveral Port Authority and Brevard Public Schools as new committee members. They will be recognized as separate jurisdictions in the update of the LMS.

The committee also set guidelines for ranking the projects that will be submitted as Hurricane Michael HMGP applicants. Hurricane Michael HMGP grant funding deadline is March 10, 2020. The committee approved ranking all applicant's by priority score and directed Ms. Coles to draft a support letter for these applicants to be signed by the committee chair, Alix Bernard.

The chair called for the meeting to adjourn at 3:05PM.

1.14.1.2 LMS Meeting – July 19, 2019 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

July 19, 2019
2:00 PM

AGENDA

1. Welcome and Introductions
2. June 25, 2018 Meeting Minutes
3. Updates to Members List
4. LMS Project Status from Members
5. Member Updates on Critical Facilities
6. Jurisdictional Code Reviews
7. LMS Update Schedule
8. New LMS projects
   - Application and Assessment Review
   - Hurricane Michael HMGP Application Process
9. Election of Steering Committee Officers
10. Next Meeting Date
11. Adjourn



1.14.1.3 LMS Meeting – July 19, 2019 Meeting Minutes

Committee Members in Attendance:
Chair Alix Bernard, City of Rockledge
Vice-Chair Ryan Duckworth, City of Cocoa Beach
Kimberly Prosser, Brevard County
Jonathan Lamm, City of Cocoa
Michael Casey, Town of Indialantic
Rebecca Thibert, City of Melbourne
Sandra Urban, City of Palm Bay
Jim Williams, City of Palm Bay
Jeff Dangler, City of Satellite Beach
Lisa Kubeika, City of Titusville
Keith Mills, City of West Melbourne

Other Attendees:
Debbie Coles, Brevard County Emergency Management (LMS Program Staff)
LaVetha Fullmer, Brevard County Emergency Management Intern
Jeff Ratliff, Brevard County Natural Resources Management Stormwater Division
Anne Everly, Brevard Public Schools
Frank Skarvelis, Brevard County Floodplain Coordinator
Edward Bragg, Cocoa Fire Department
Lynn Cowart, Crosswind Youth Services

The Brevard Prepares Steering Committee meeting was called to order at 2:00 p.m. by Alix Bernard, committee chair. Ms. Bernard welcomed the committee members and partners and introductions were made around the room.

Ms. Bernard indicated the April committee meeting was canceled due to lack of a quorum. However, this meeting had a quorum, so the committee could proceed with business.

Meeting minutes from July 25, 2018 were accepted.

Ms. Bernard asked that all get the members list from the back of the room and update any member information and give that to Brevard Prepares support Ms. Debbie Coles with Brevard County Emergency Management.

Ms. Bernard then yielded the floor to Ms. Coles who opened a copy of the LMS project list (Appendix 1) and asked committee members to collect updates on all the projects

listed in their section of the in preparation for the LMS update in 2020. Ms. Coles also asked for the same kind of review and update for the Critical Facilities list, Appendix 6 of the LMS.

Ms. Coles also went over Appendix 5 of the LMS, Mitigation-Related Strategies & Mechanisms by Jurisdiction, asking for that to be reviewed and updated prior to the meeting date.

Ms. Coles told the committee the LMS was due to expire in August of 2020 and it would take some time to update all the necessary sections of the plan. It would be in the committee members best interest to start working on those items soon. They should work with their land development and planning staff to update the appendices as requested. She also indicated that the first review on the plan was due to the Florida Division of Emergency Management at the end of February.

The committee heard new project applications next. Lynn Cowart with Crosswinds Youth Services requested the committee approve a generator project for the Robert E. Lehton Children's Shelter. The committee unanimously approved the project adopting it into the LMS and assigned it number BRV-0876.

Rebecca Thibert also presented a project for generators at the Melbourne Fire Stations & Fleet Services buildings. Again, the committee unanimously approved the project and adopted it into the LMS and assigned it number BRV-0877.

Both applicant's plan on funding the projects using Hurricane Michael HMGP funds.

Alix Bernard opened the floor to elect new Steering Committee Chair and Vice-Chair positions. The committee unanimously approved another term for the existing Chair, Alix Bernard of Rockledge, and Vice-Chair, Ryan Duckworth of Cocoa Beach.

The committee also set a meeting date later that year for November 8, 2020 to hear additional LMS projects and discuss hurricane Michael HMGP grant funding anticipated to be available in early 2020. The committee approved the additional meeting.

The chair called for the meeting to adjourn at 3:20PM.

1.14.1.4 LMS Meeting – June 25, 2018 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

June 25, 2018
2:00 PM

AGENDA

1. Welcome and Introductions
2. Updates to Members List
3. Updates to Project Status
4. Mitigation Initiatives

   New
   - Brevard County Storm Water Utility
   - City of Melbourne
   - City of Titusville

   Updates
   - Brevard County Fire Rescue
   - Brevard County Public Works Flood Plain
5. Initiative Ranking for HMGP
6. HMGP Application Questions
7. Next Meeting Date
8. April 13, 2018 Meeting Minutes
9. Adjourn



1.14.1.5 LMS Meeting – June 25, 2018 Meeting Minutes

Committee Members in Attendance:
Chair Alix Bernard, City of Rockledge
Chris Chinault, Town of Indialantic
Kimberly Prosser, Brevard County
Gene Prince, City of Cocoa
Todd Scaldo, City of Indian Harbour Beach
Sandra Urban, City of Palm Bay
Richard Hood, Town of Grant-Valkaria
Elsa Nylander, Harris Corporation
Keith Mills, City of West Melbourne
Bob Daniels, Town of Melbourne Beach
Dina Reider Hicks, Waste Management

Other Attendees:
Debbie Coles, Brevard County Emergency Management (LMS Program Staff)
Bill Quinn, BC Fire Rescue
Jeff Rapolti, BC Natural Resources Management
Robert Boyd, Harris Corporation
Anne Everly, Brevard Public Schools
Cory Dibble, Canaveral Port Authority
Chad Shoultz, F.I.T.
Jim Williams, City of Palm Bay
Leslie Rothering, Brevard County Purchasing Services
Euripides Rodriquez, Brevard County Solid Waste
John Denninghoff, Assistant County Manager
Ian Golden, Brevard County Housing and Human Services
Matt Wallace, Brevard County Public Safety
Larry Wojciechowski, Brevard County Parks and Recreation
Jason Mahaney Town of Grant-Valkaria
Alex Juan, Town of Grant-Valkaria

Meeting was called to order at 2:00 p.m. by Alix Bernard, Local Mitigation Strategy (LMS) Steering Committee Chair. Ms. Bernard opened the meeting with welcome and introductions. This meeting had eleven voting members present, therefore the quorum was met.

Debbie Coles asked the Steering Committee to review the members list and make any corrections. Ms. Coles had been tasked to reach out members that have not attended in

a while to determine if they want to continue as members. This resulted in the Home Builders and Contractor group being eliminated from the Steering Committee and the renewed attendance of Waste Management.

Ms. Coles asked that the members come prepared to report back on project status at the next meeting.

Chair Alix Bernard asked for the committee to hear mitigation initiatives to be considered for adoption into the LMS. The first was project was Brevard County Natural Resources Stormwater Utility project.

Jeff Rapolti with Natural Resources Stormwater presented on a repetitive loss acquisition project in West Cocoa that includes 27 of 116 properties that will continue to experience structure flooding during 100y/24hr storm events due to low finished floor elevations. They intend to fund this using Hazard Mitigation Grant Program (HMGP) and matched with Stormwater Utility monies. The project also includes a mitigation coordinator. The expected cost to implement the project is $4.7M. The project was approved unanimously by the Committee to be incorporated into the LMS.

The City of Melbourne proposed hardening of Melbourne Fire Department fire stations. The City proposed to harden five fire stations (Stations 72, 75, 76, 77 and 78) and bring them up to current code requirements. The proposal included upgrading the existing bay doors, installing impact windows, shuttering doors, and upgrading the intake/exhaust louvers. The total project cost is estimated at $176,000, with an estimated $35,200 per fire station.

The City of Titusville proposed a lift station generator project. The three priority lift stations include: Baker No. 28, La Cita No. 46, and Hickory Hills No. 54. The Steering Committee approved this project unanimously. The estimated cost for three permanent generators was $486,189 then went to $758,109 before submittal as an HMGP project.

Updated information was available as a hand-out on the recently approved Brevard County Fire Rescue project to do updates to the T.J. Mills Building. The wind mitigation project included provisions for a generator and enclosure and moving one of the electrical transformers and replacing exposed doors & windows. The project was divided into three phases which cost $400K each.

Ms. Coles lead the committee through the HMGP ranking for the projects that were known to be submitted for funding. The discussion on ranking the projects lead to the Committee voting to extend LMS project deadline to July 9, 2018 to accommodate those who wanted to submit new LMS projects and apply for HMGP funding. The following guidance and deadlines were set by the Committee:

- New initiative projects must be submitted to debbie.coles@brevardfl.gov by July 9, 2018
- Applicants must provide a priority score for each initiative project submitted using SOP
- Projects will be ranked based on the priority score
- Have up-to-date project costs to debbie.coles@brevardfl.gov by July 9, 2018
- The project cost in the “support/ranking letter” must be the same as the cost submitted with the HMGP application
- The Steering Committee votes on whether to adopt the new LMS initiative projects by emergency vote on July 16, 2018
- The “support/ranking letter” will be shared with adopted project applicants by close of business on July 20, 2018

Projects submitted by July 9, 2018 included:

BRV-0867 Palm Bay Police Department building hardening -$650,000
BRV-0868 Brevard County Natural Resources Mud Lake Acquisition for West Cocoa drainage improvements -$817,464
BRV-0869 Brevard County Natural Resources NMI (Church, Horseshoe, Crisafulli) - SFHA Acquisitions - $2,582,000
BRV-0870 Brevard County Natural Resources Legay - SFHA Acquisitions -$600,000
BRV-0871Brevard County Natural Resources Silver Pines - SFHA Acquisitions - $1,100,000
BRV-0872 Cocoa Public Works Fiske Blvd. Drainage Improvements $600,000
BRV-0873 Cocoa Utilities Lift Station 1 Reconstruction/Generator - $844,000
BRV-0874 Cocoa Public Works Broadmoor Drainage Improvements - $400,000
BRV-0875 Cocoa Beach Public Works Emergency Generators to Power Key Traffic Signals - $12,000
All projects were approved by a majority vote of the Steering Committee on July 16, 2018.

A letter supporting was sent to HMGP applicants and the Steering Committee on July 20, 2018 and then a revision to the letter was sent on August 3, 2018.

The next meeting date was tentatively set for April of 2019.

The meeting adjourned at 2:55 p.m.

1.14.1.6 LMS Meeting – April 13, 2018 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

April 13, 2018
2:00 PM

AGENDA

1. Welcome and Introductions
2. Bylaws Review
3. Irma Hazard Mitigation Grant Funding Overview
4. Mitigation Initiatives
   - Brevard County Utilities
   - FIT
   - Cocoa Beach
   - Palm Bay
   - Updates
5. New Business
   - Officers
   - Bylaws
6. Next Meeting Date TBD
7. Adjourn



1.14.1.7 LMS Meeting – April 13, 2018 Meeting Minutes

Committee Members in Attendance:
Chair Chris Chinault, Town of Indialantic
Vice-Chair Alix Bernard, City of Rockledge
Kimberly Prosser, Brevard County
Gene Prince, City of Cocoa
Mark Ryan, City of Indian Harbour Beach
Nicole Patterson, City of Melbourne
Sandra Urban, City of Palm Bay
Michael Foley, Town of Malabar
Lisa Kubeika, City of Titusville
Keith Mills, City of West Melbourne

Other Attendees:
Debbie Coles, Brevard County Emergency Management
Bill Quinn, BC Fire Rescue
Jeff Rapolti, BC Natural Resources Management
Elizabeth Swanke, BC Utility Services
Shelley Locklear, BC Utility Services
Elizabeth Everly, Brevard Public Schools
Cory Dibble, Canaveral Port Authority
Frank Kinney, F.I.T.
Chad Shoultz, F.I.T.
Jim Williams, City of Palm Bay

Meeting was called to order at 2:00 p.m. by Chris Chinault, Local Mitigation Strategy (LMS) Steering Committee Chair. Mr. Chinault opened the meeting with welcome and introductions. This meeting had ten voting members present, therefore the quorum was met.

Debbie Coles reviewed the bylaws with the committee highlighting key areas of interest like voting and quorums and annual project status. Ms. Coles asked that the members come prepared to report back on project status at the next meeting. The Chair asked Ms. Coles to reach out to members that have not attended in a while to determine if they want to continue as members.

Ms. Coles presented on the Hazard Mitigation Grant Program (HMGP) and the process and dates for submittal to the state. The next Steering Committee meeting will be for ranking projects that will be submitted to the HMGP for funding.

Chair Chinault asked for the committee to hear mitigation initiatives to be considered for adoption into the LMS. The first was project was Brevard County Utilities slip lining sewer lines in Barefoot Bay. The project was approved unanimously. Utilities also reported that slip lining projects were determined by the State to be maintenance projects and therefore ineligible for HMGP funding, so they would not be applying for that funding.

F.I.T. presented their projects to harden and attach generators for three campus building areas. Panther Dining Hall, Harris Village (5 building dorm complex), and Shaw Hall (houses campus EM) all need wind hardening and backup power supplies. The Panther Dining Hall was estimated to cost $275K, Harris Village cost is anticipated to be $850K and Shaw Hall estimate was $200K. They will be applying for HMGP funding for these projects.

Cocoa Beach presented their project to purchase 8 generators for of lift stations to mitigate electrical power loss during tropical cyclones or other occurrences at an approximate cost of 50K each. The steering committee approved it unanimously.

Palm Bay presented on constructing a new Hardened Fire Station #5 ($1.5M) and getting a generator for Fire Station #2 ($25K). They also presented a project to replace a culvert at Ferguson Road where it crosses the C-9R Melbourne-Tillman canal with a large box culvert /bridge to alleviate flooding and allow for an emergency ingress/egress route. The final project presented by Palm Bay was to acquire a number of repetitive loss properties in the Cimarron Circle neighborhood for an estimated $1.68 million. Palm Bay proposes to fund these projects using HMGP and general fund dollars. All Palm Bay projects were approved by the Steering Committee.

Jeff Rapolti with Natural Resources Stormwater indicated they would present at the next meeting a repetitive loss acquisition project in West Cocoa that includes 20 of 113 properties that will continue to experience structure flooding during the 100y/24hr storm event due to low finished floor elevations. They also intend to fund this using HMGP and stormwater utility monies.

Election of new officers followed the project presentations. Alix Bernard with the City of Rockledge was elected Chair of the Steering Committee and Chief Ryan Duckworth with the City of Cocoa Beach became Vice-Chair.

The next meeting date was set for June 25, 2018, and an initiative project submittal deadline was set by the committee for May 31, 2018. The June meeting will also include ranking of the Hurricane Irma HLMP projects.

The meeting adjourned at 3:15 p.m.

1.14.1.8 LMS Meeting – April 18, 2017 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

April 18, 2017
2:00 PM

AGENDA

1. Welcome and Introductions
2. Updates to Members List
3. Mitigation Initiatives

   New
   - City of Melbourne
   - City of Rockledge

   Updates
   - Indian Harbour Beach
   - Melbourne
   - Brevard County Emergency Management
   - Brevard County Natural Resources

4. Initiative Ranking Discussion
5. HMGP Application Questions
6. Next Meeting Date
7. Adjourn



1.14.1.9 LMS Meeting – April 18, 2017 Meeting Minutes

Committee Members in Attendance:
Chair Chris Chinault, Town of Indialantic
Vice-Chair Alix Bernard, City of Rockledge
Michele Jones, Brevard County
Gene Prince, City of Cocoa
Ryan Duckworth, City of Cocoa Beach
Mark Ryan, Indian Harbour Beach
Tom Baker, City of Melbourne
Tim Day, City of Melbourne Beach
Lisa Kubeika, City of Titusville

Other Attendees:
Debbie Coles, Brevard County Emergency Management
Jeff Rapolti, Brevard County Natural Resources
Nicole Patterson, City of Melbourne

Meeting was called to order at 1:00 p.m. by Chris Chinault, Local Mitigation Strategy (LMS) Steering Committee Chair. Mr. Chinault opened the meeting with welcome and introductions. This meeting was rescheduled due to lack of quorum from April 13, 2017 to April 18, 2017.

The Steering Committee reviewed and updated the members contact list.

Mitigation projects to be adopted were heard next. These included new items from the city of Melbourne and the city of Rockledge and a series of updates on exiting projects from Indian Harbour Beach, Melbourne, and Brevard County.

The city of Melbourne had two new drainage items including North South Terminal Canal, and Paradise Blvd. Ditch. Tom Baker with the City briefed the committee on each project. The project priority score was 15 for the Paradise Boulevard Ditch project and 6 for the North South Terminal Canal project. Both projects were adopted unanimously. The projects were assigned id# BRV-0849 and BRV-0850 respectively.

Alix Bernard with the city of Rockledge briefed the group on their new initiative to purchase generators for lift stations. City currently does not have enough portable generators to back up lift stations during storm events, such as hurricanes. Purchasing additional generators will allow for the lift stations in the city to remain active in the event that electricity is lost for a few hours. The project priority score was 28 out of a possible 64 points. The project was adopted unanimously. The project was assigned id# BRV-0851.

The Chair then asked to hear the updates for projects. All projects included a cost adjustment:

- BRV-0193 Community Services Center Generator - Indian Harbour Beach (City Hall/ Admin)
- BRV-0407 Oak Park Elementary Generator - Brevard County (Emergency Management)
- BRV-0752 Flood Hazard Mitigation - West Cocoa - Brevard County (Natural Resources)
- BRV-0787 Emergency Operations and 911 Communications Center - Brevard County (Emergency Management)
- BRV-0824 Parkway Drive Ditch Restabilization - City of Melbourne (Public Works)

Initiative ranking for those who wanted to submit for an HMGP application following Hurricane Matthew was done. Chair Chinault outlined that in the past each jurisdiction ranked their projects and the top projects were listed in order of priority until the funding was expended. Some projects were later withdrawn. The final list of applications is below:

Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards

Funding Source: 1-PDM (Pre-Disaster Mitigation) 2-SHSP (State Homeland Security Program) 3-CDBG (Community Development Block Grant) 4-FMA (Flood Mitigation Assistance) 5-HMGP (Hazard Mitigation Grant Program) 6-PA

Status: C-Completed D-Deferred Funding Unavailable N-New U-Updated IP-In Progress *(and % complete)*

Number	Jurisdiction	Responsible Organization	Hazard	Project Description	Funding Source	Date	Estimated Completion	Status	Federal Share	Comments	Priority
BRV-0787	Brevard County	BCEM	All	Emergency Operations and 911 Communications Center	5	12/19/2013	12/19/2022	U	$833,000	The overall project is to replace the Brevard County EOC with a new building to accomodate the fire rescue public safety answering point and emergency management department. The project total is $14.7 million. The funding requested is for the above code costs associated with construction $833,000.	1
BRV-0407	Brevard County	BCEM	UL	Oak Park Elementary Generator	5	7/20/1999	7/20/2019	U	$84,296	Oak Park is a critical facility as a Special Needs Shelter. This project includes a generator and building hardwiring to accommodate the generator connection to reduce loss of life during its use as a shelter. The generator will be designed to run lights, computers, HVAC equipment, medical equipment, and other electrical equipment as necessary.	2
BRV-0851	Rockledge	Public Works	UL	Generator for Lift Stations	5	4/13/2017	4/13/2019	N	$43,000	The city of Rockledge currently does not have enough portable generators to back up lift stations during storm events, such as hurricanes. This project includes purchasing an additional generator for lift station 10 in the city to remain active in the event that electricity is lost.	3
BRV-0193	Indian Harbour Beach	City Hall/ Admin.	UL	Community Services Center Generator	5	4/5/1999	4/5/2020	U	$70,753	Gas Generator for City's Community Services Center a Critical Facility for a major storm or tsunami event.	4
BRV-0752	Brevard County	Natural Resources	FL	Flood Hazard Mitigation - West Cocoa	1,4,5,6,8, SWU	11/16/2004	11/16/2022	U	$2,287,500	This project includes the Cox Road Portion (Install culvers & ditch regrading from Right St. to SR520)	5

A letter was drafted and sent to each applicant to be included in the HMGP grant application as required.

The next meeting date was to be determined at a later date.

Meeting adjourned at approximately 2:15 p.m.

1.14.1.10 LMS Meeting – December 14, 2016 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

December 14, 2016
9:00 AM

AGENDA

1. Welcome and Introductions
2. Approve Minutes
3. Mitigation Initiatives
   - Brevard County Fire Rescue
   - Brevard County Natural Resources
4. Hazard Mitigation Grant Funding Overview – Carly Swartz, FDEM
5. Initiative Ranking Discussion
6. New Business
7. Next Meeting Date
8. Adjourn



1.14.1.11 LMS Meeting – December 14, 2016 Meeting Minutes

Committee Members in Attendance:
Chair Chris Chinault, Town of Indialantic
Vice-Chair Alix Bernard, City of Rockledge
Michele Jones, Brevard County
Jeff Ratliff, Cape Canaveral
Gene Prince, City of Cocoa
Mark Austin, City of Cocoa Beach
Tom Baker, City of Melbourne
Ed Washburn, Town of Palm Shores
Don Hughes, City of Satellite Beach
Keith Mills, City of West Melbourne

Other Attendees:
Debbie Coles, Brevard County Emergency Management
Bill Quinn, Brevard County Fire Rescue
Jeff Rapolti, Brevard County Natural Resources
Carly Swartz, Florida Division of Emergency Management
David Ugrekhelidze, Florida Division of Emergency Management
Chuck Bogle, City of Melbourne
Nicole Patterson, City of Melbourne
Shannon Lewis, City of Melbourne

Meeting was called to order at 9:05 a.m. by Chris Chinault, Local Mitigation Strategy (LMS) Steering Committee Chair. Mr. Chinault opened the meeting with welcome and introductions. The Steering Committee was targeting July of 2017 for the next meeting, however, Hurricane Matthew made it necessary to hold a meeting to discuss projects for Hazard Mitigation Grant Program funding and to set a subsequent meeting for ranking those projects.

The minutes of the August 31, 2016 meeting were approved unanimously.

Brevard County Fire Rescue, Bill Quinn presented the first initiative to be considered during this meeting, Weather Bug Stations. The stations would be installed at county fire stations to provide much needed tactical information during hurricanes and wildfire events. Real-time weather information would enhance both fire fighter safety and emergency service delivery. The project priority score was 40 out of 64. It was adopted unanimously by the Steering Committee. The project was assigned id# BRV-0848

Jeff Rapolti with Brevard County Natural Resources presented on Lake Washington Road Ditch Bank Restoration. This ditch is located between Bahia Lane and

Washingtonia Drive. The restoration is necessary due to severe erosion along 2000 feet for the road caused by Hurricane Matthew. This project received a priority score of 15 out of 64. The Steering Committee voted unanimously to adopt the project into the LMS. It was assigned id# BRV-0847.

Carly Swartz and David Ugrekhelidze with the Florida Division of Emergency Management were in attendance to answer any specific questions on the HMGP process. Ms. Swartz provided an overview. The Florida Division of Emergency Management Post-disaster funding provided after a Presidential Disaster Declaration. This program funds mitigation projects throughout Brevard County including municipalities, elected bodies, not-for-profits, and non-governmental organizations. The requirements for application are that the project must implement long-term hazard mitigation measures to reduce the risk and impact of future disasters. It must have a FEMA approved and locally adopted Local Mitigation Strategy (LMS). Brevard's LMS was approved in 2015. The initiative project must also be on the LMS Project List. The Preliminary allocation to Brevard is currently at $2.5 million although the final amount could increase. There is also a cost share. 75% will be provided by HMGP funding and 25% must be matched by the applicant. This is a reimbursement grant. She indicated a Notice of Funding with the application deadline was expected to come out this January. There were no specific questions for the Division.

The Chair thanked the Division for attending and then moved on to ask if there was any new business. None heard. It was decided to wait until the HMGP Notice of Funding came out to determine the next meeting date. The next meeting date was set later for April 13, 2017 at 2pm.

Meeting adjourned at approximately 10:10 a.m.

1.14.1.12 LMS Meeting – August 31, 2016 Agenda

BREVARD PREPARES
LOCAL MITIGATION STRATEGY
STEERING COMMITTEE MEETING

August 31, 2016
9:30 AM

AGENDA

1. Welcome and Introductions
2. Mitigation Initiative – Brevard County Fire Rescue
3. Initiative Status Updates from Steering Committee Members
4. Review of Bylaws and Operating Procedures
5. Review of Standard Operating Guide for Mitigation Initiatives
6. Review of 2016 Revisions to the LMS
7. New Business
8. Election of Officers
9. Next Meeting Date
10. Adjourn



1.14.1.13 LMS Meeting – August 31, 2016 Meeting Minutes

Committee Members in Attendance:
Chair Chris Chinault, Town of Indialantic
Mark Ryan, City of Indian Harbour Beach
Chuck Bogle, City of Melbourne
Ed Washburn, Town of Palm Shores
Alix Bernard, City of Rockledge
Ann Benedetti, St. Johns River Water Management District
Don Hughes, City of Satellite Beach
Lisa Kubeika, City of Titusville
Keith Mills, City of West Melbourne
Virginia Barker, Brevard County

Other Attendees:
Chief Neterer, Brevard County Fire Rescue
Bill Quinn, Brevard County Fire Rescue
Debbie Coles, BCEM
Kimberly Prosser, BCEM

Meeting was called to order at 9:35 a.m. by Chris Chinault, Local Mitigation Strategy (LMS) Steering Committee Chair. Mr. Chinault opened the meeting with welcome and introductions then invited Brevard County Fire Rescue, Deputy Chief Neterer to present on the only initiative to be considered during this meeting, *Wind Mitigation of the T. J. Mills Fire Rescue Headquarters Building*.

Chief Neterer showed the committee a PowerPoint presentation highlighting Brevard County Fire Rescue's need to harden the headquarters building against hurricane force winds. The building is Fire Rescue's Emergency Operations Center and is activated for natural disasters. It is also a back-up communications center for E-911 County Fire Rescue Communications during natural disasters. The goal is to complete projects including: a protective wall around the back-up generator, hardening rooftop air handlers, and providing upgrades to doors and windows to make the building able to resist sustained hurricane force winds of 160 MPH. The project total cost as estimated by construction engineering group was 1.2 million dollars. This project was ranked high with a priority score of 68. The Steering Committee voted unanimously to adopt the project into the LMS. It was assigned id# BREV-831.

The Chair then moved on asking for updates from the Steering Committee Members on initiative projects. None heard he moved on to ask Ms. Coles to present on the recent

minor changes to the By-Laws and Operating Procedures, Standard Operating Guide for Mitigation Initiatives, and 2016 revisions to the LMS as prompted by the Emergency Management Accreditation Program (EMAP) accreditation process.

No new business for the committee.

Election of officers then took place. Chairman Chinault was nominated for Chair by Keith Mills and seconded by Alix Bernard. Steering Committee members in attendance voted unanimously in favor of the Chair remaining. Keith Mills nominated Alix Bernard as Vice-Chair seconded by Virginia Barker. The Committee unanimously voted to make Ms. Bernard Vice-Chair.

Next Regular Steering Committee Meeting Date targeted for – July 20, 2017.

Meeting adjourned at approximately 11:30 a.m.

1.15 Appendix IV

1.15.1 Vulnerability Maps and Data by Jurisdiction

This section of the Local Mitigation Strategy assesses the risk faced by each jurisdiction within Brevard County utilizing the same methodology used for the countywide summary portion of this report.

The following hazards will be analyzed for each jurisdiction beginning on the next page of this appendix:

- Flooding
- Fire
- Wind

BREVARD UNINCORPORATED

Hazard Profile

The table series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser data to generate risk information for flooding, wildfire, and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction and countywide data.

BREVARD UNINCORPORATED | UNINCORPORATED B.C.

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	13,021	10.48%	8,604	6.92%	$649,750,890.00	$1,597,906,120.00	$1,865,900,290.00	$1,368,237,230.00	4,645	3,709	1,856	501
Flood Zone AE	12,076	9.72%	7,758	6.24%	$1,837,262,420.00	$1,607,782,310.00	$2,911,293,640.00	$2,016,035,252.00	5,642	2,009	1,246	277
Flood Zone AO	105	0.08%	76	0.06%	$127,066,640.00	$30,369,980.00	$152,116,980.00	$30,709,792.00	70	8	6	6
Flood Zone AH	1,072	0.86%	896	0.72%	$45,814,410.00	$192,180,150.00	$199,993,580.00	$155,809,021.00	109	738	337	3
Flood Zone VE	3,346	2.69%	2,295	1.85%	$620,351,460.00	$821,291,950.00	$1,310,346,580.00	$941,002,973.00	1,933	1,086	447	171
Flood Zone X	87,197	70.16%	71,420	57.47%	$4,973,303,966.00	$11,490,070,974.00	$13,539,640,760.00	$10,231,222,883.00	42,757	26,634	14,104	3,980

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	11,702	9.42%	218	0.18%	7	0.01%	99	0.08%	18	0.01%	649	0.52%	158	0.13%	0	0.00%	3	0.00%
Flood Zone AE	10,001	8.05%	182	0.15%	15	0.01%	51	0.04%	23	0.02%	1,022	0.82%	286	0.23%	1	0.00%	22	0.02%
Flood Zone AO	79	0.06%	3	0.00%	0	0.00%	0	0.00%	0	0.00%	22	0.02%	1	0.00%	0	0.00%	0	0.00%
Flood Zone AH	1,016	0.82%	41	0.03%	0	0.00%	0	0.00%	3	0.00%	9	0.01%	0	0.00%	0	0.00%	2	0.00%
Flood Zone VE	3,153	2.54%	14	0.01%	2	0.00%	0	0.00%	0	0.00%	150	0.12%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	80,246	64.57%	2,397	1.93%	118	0.09%	597	0.48%	198	0.16%	1,627	1.31%	444	0.36%	1	0.00%	99	0.08%

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	5,250	4.22%	3,153	2.54%	$1,850,040,280.00	$853,125,640.00	$2,421,011,310.00	$1,007,706,457.00	2,690	1,024	630	89
Low Risk	40,817	32.84%	29,356	23.62%	$3,140,484,990.00	$5,814,764,550.00	$7,532,537,780.00	$5,955,641,440.00	18,750	10,212	7,621	2,516
High Risk	31,352	25.23%	22,989	18.50%	$1,826,322,430.00	$4,983,444,810.00	$5,652,790,530.00	$4,458,580,036.00	8,231	13,821	6,020	1,818
Very High Risk	46,859	37.70%	40,776	32.81%	$2,314,445,466.00	$5,072,486,404.00	$5,928,828,660.00	$4,464,132,036.00	29,330	10,497	4,478	692

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	4,331	3.48%	35	0.03%	5	0.00%	10	0.01%	3	0.00%	625	0.50%	80	0.06%	1	0.00%	106	0.09%
Low Risk	35,986	28.96%	1,301	1.05%	61	0.05%	282	0.23%	81	0.07%	1,897	1.53%	544	0.44%	0	0.00%	11	0.01%
High Risk	28,779	23.16%	591	0.48%	16	0.01%	111	0.09%	63	0.05%	768	0.62%	191	0.15%	1	0.00%	7	0.01%
Very High Risk	43,812	35.25%	1,096	0.88%	69	0.06%	376	0.30%	118	0.09%	464	0.37%	199	0.16%	0	0.00%	9	0.01%

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	39,568	31.84%	24,634	19.82%	$1,785,549,590.00	$2,979,460,900.00	$3,830,023,240.00	$2,305,134,565.00	16,725	7,507	3,837	723
106-110 mph	67,353	54.20%	57,049	45.90%	$5,680,022,166.00	$11,362,095,834.00	$14,250,289,050.00	$10,848,455,519.00	31,722	23,568	12,855	3,946
111-115 mph	17,357	13.97%	14,591	11.74%	$1,665,721,410.00	$2,382,264,670.00	$3,454,855,990.00	$2,732,469,885.00	10,554	4,479	2,057	446

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	35,648	28.68%	628	0.51%	35	0.03%	137	0.11%	72	0.06%	2,221	1.79%	458	0.37%	1	0.00%	110	0.09%
106-110 mph	61,025	49.10%	2,207	1.78%	97	0.08%	623	0.50%	172	0.14%	1,139	0.92%	530	0.43%	1	0.00%	10	0.01%
111-115 mph	16,235	13.06%	188	0.15%	19	0.02%	19	0.02%	21	0.02%	394	0.32%	26	0.02%	0	0.00%	13	0.01%

Storm Surge Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Category 1	20,199	6.09%	16,852	5.08%	$4,236,256,736.00	$4,473,342,314.00	$7,665,870,850.00	$5,193,340,617.00	11,844	5,418	3,252	406
Category 2 (Cumulative)	27,410	8.26%	23,304	7.02%	$4,900,518,746.00	$5,764,595,244.00	$9,267,643,530.00	$6,433,155,189.00	16,736	6,916	4,111	23,334
Category 3 (Cumulative)	47,392	14.28%	41,781	12.59%	$6,298,351,866.00	$9,328,203,844.00	$13,420,817,680.00	$9,650,154,437.00	31,448	10,648	6,121	41,630
Category 4 (Cumulative)	74,303	22.39%	66,211	19.95%	$8,396,809,616.00	$13,900,001,794.00	$18,983,581,890.00	$14,218,080,422.00	50,543	15,809	8,758	65,372
Category 5 (Cumulative)	92,022	27.73%	81,263	24.49%	$9,538,741,533.00	$16,459,249,847.00	$22,261,092,470.00	$16,603,970,951.00	62,623	18,560	10,268	79,959

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Category 1	18,412	5.55%	393	0.12%	34	0.01%	65	0.02%	47	0.01%	763	0.23%	102	0.03%	1	0.00%	22	0.01%
Category 2 (Cumulative)	24,808	7.47%	652	0.20%	49	0.01%	95	0.03%	74	0.02%	869	0.26%	138	0.04%	1	0.00%	24	0.01%
Category 3 (Cumulative)	43,311	13.05%	1,261	0.38%	69	0.02%	203	0.06%	114	0.03%	1,053	0.32%	230	0.07%	1	0.00%	26	0.01%
Category 4 (Cumulative)	67,316	20.28%	2,817	0.85%	167	0.05%	203	0.06%	210	0.06%	1,397	0.42%	332	0.10%	1	0.00%	27	0.01%
Category 5 (Cumulative)	82,195	24.77%	4,313	1.30%	259	0.08%	203	0.06%	340	0.10%	1,813	0.55%	364	0.11%	3	0.00%	32	0.01%

Sea Level Rise Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Protection Almost Certain	76,990	23.20%	70,470	21.23%	$6,859,906,556.00	$13,468,527,314.00	$17,103,190,090.00	$13,840,409,213.00	56,765	14,007	7,479	1,286
Protection Reasonably Likely	6,040	1.82%	4,116	1.24%	$818,370,130.00	$1,124,253,080.00	$1,820,257,170.00	$1,146,766,490.00	1,808	2,069	1,017	338
Protection Unlikely	251	0.08%	134	0.04%	$89,275,810.00	$22,111,120.00	$110,208,360.00	$32,382,910.00	109	28	12	4
Submerged/Open Water	3,915	1.18%	3,345	1.01%	$626,943,780.00	$845,628,560.00	$1,211,531,480.00	$963,740,262.00	2,181	1,128	743	99
Wetlands	2,329	0.70%	1,308	0.39%	$544,729,710.00	$528,303,000.00	$988,591,110.00	$376,488,968.00	481	796	605	111

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Protection Almost Certain	69,793	21.03%	3,629	1.09%	235	0.07%	505	0.15%	255	0.08%	827	0.25%	65	0.02%	0	0.00%	11	0.00%
Protection Reasonably Likely	4,871	1.47%	357	0.11%	27	0.01%	97	0.03%	24	0.01%	299	0.09%	205	0.06%	1	0.00%	5	0.00%
Protection Unlikely	178	0.05%	2	0.00%	1	0.00%	3	0.00%	1	0.00%	45	0.01%	5	0.00%	0	0.00%	0	0.00%
Submerged/Open Water	3,597	1.08%	55	0.02%	2	0.00%	16	0.00%	5	0.00%	162	0.05%	11	0.00%	0	0.00%	13	0.00%
Wetlands	1,735	0.52%	127	0.04%	2	0.00%	50	0.02%	9	0.00%	294	0.09%	51	0.02%	0	0.00%	1	0.00%

CAPE CANAVERAL

Hazard Profile

The City of Cape Canaveral is in the east-central coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Cape Canaveral, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

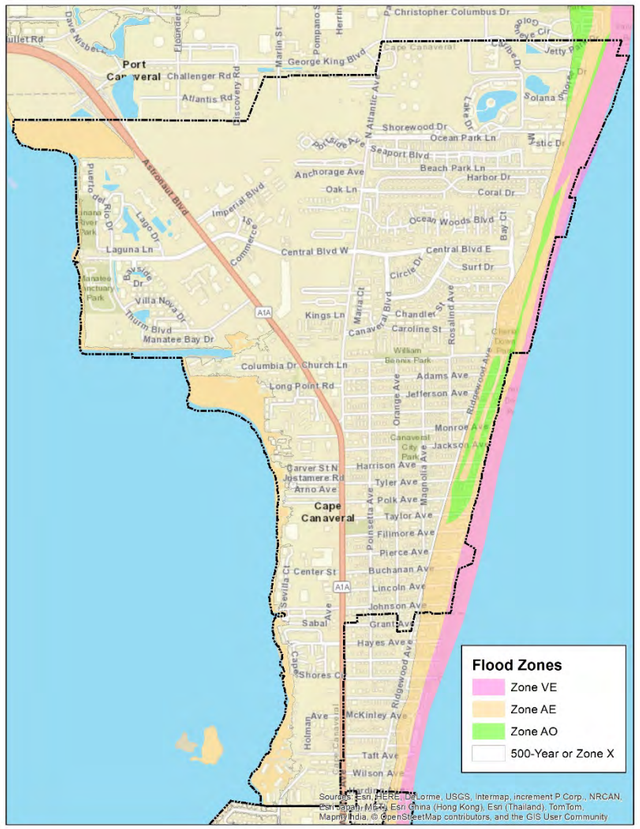
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | CAPE CANAVERAL

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	569	7.36%	531	6.87%	$22,719,330.00	$161,002,820.00	$155,237,330.00	$134,523,576.00	254	294	179	1
Flood Zone AO	762	9.86%	733	9.48%	$22,434,250.00	$258,275,510.00	$237,227,630.00	$224,135,400.00	554	153	42	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	366	4.74%	359	4.64%	$4,427,000.00	$131,286,230.00	$124,661,760.00	$114,592,816.00	24	341	161	1
Flood Zone X	5,568	72.04%	5,248	67.90%	$256,715,890.00	$724,956,460.00	$832,690,190.00	$737,123,096.00	3,845	1,465	939	30

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	544	7.04%	3	0.04%	0	0.00%	0	0.00%	1	0.01%	10	0.13%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	727	9.41%	2	0.03%	0	0.00%	0	0.00%	0	0.00%	3	0.04%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	364	4.71%	1	0.01%	0	0.00%	0	0.00%	0	0.00%	1	0.01%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	4,949	64.03%	156	2.02%	8	0.10%	182	2.35%	7	0.09%	25	0.32%	0	0.00%	0	0.00%	0	0.00%

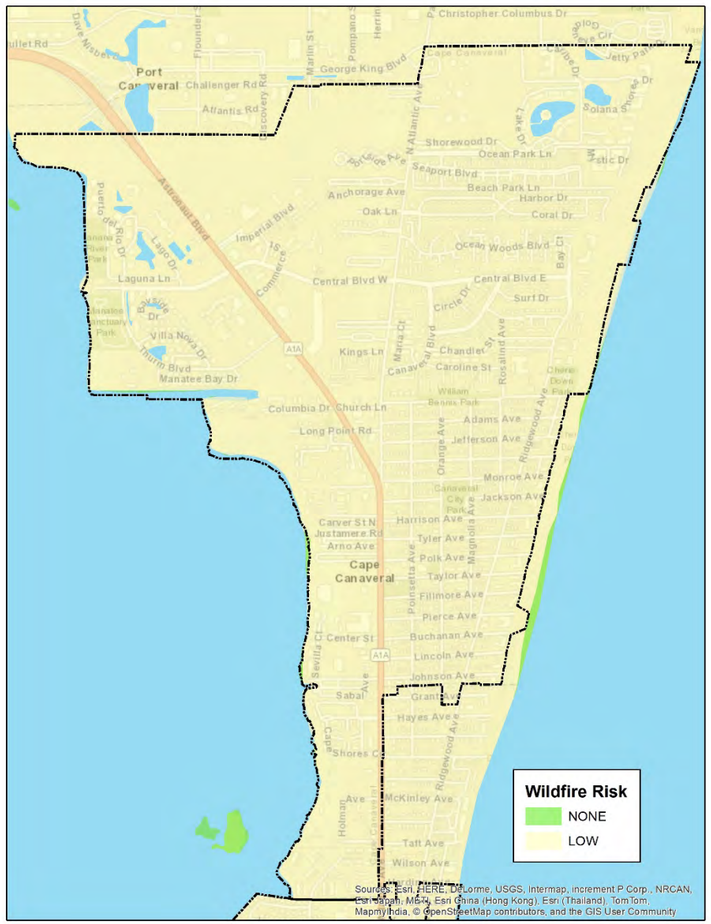


FIRE RISK PROFILE | CAPE CANAVERAL

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	420	5.43%	407	5.27%	$8,673,080.00	$131,188,790.00	$127,574,950.00	$116,099,050.00	100	314	165	3
Low Risk	7,309	94.57%	6,902	89.30%	$306,428,070.00	$1,224,817,580.00	$1,297,735,030.00	$1,160,014,594.00	4,995	1,979	1,192	30
High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	415	5.37%	1	0.01%	0	0.00%	0	0.00%	0	0.00%	4	0.05%	0	0.00%	0	0.00%	0	0.00%
Low Risk	6,627	85.74%	164	2.12%	9	0.12%	182	2.35%	8	0.10%	37	0.48%	0	0.00%	0	0.00%	0	0.00%
High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

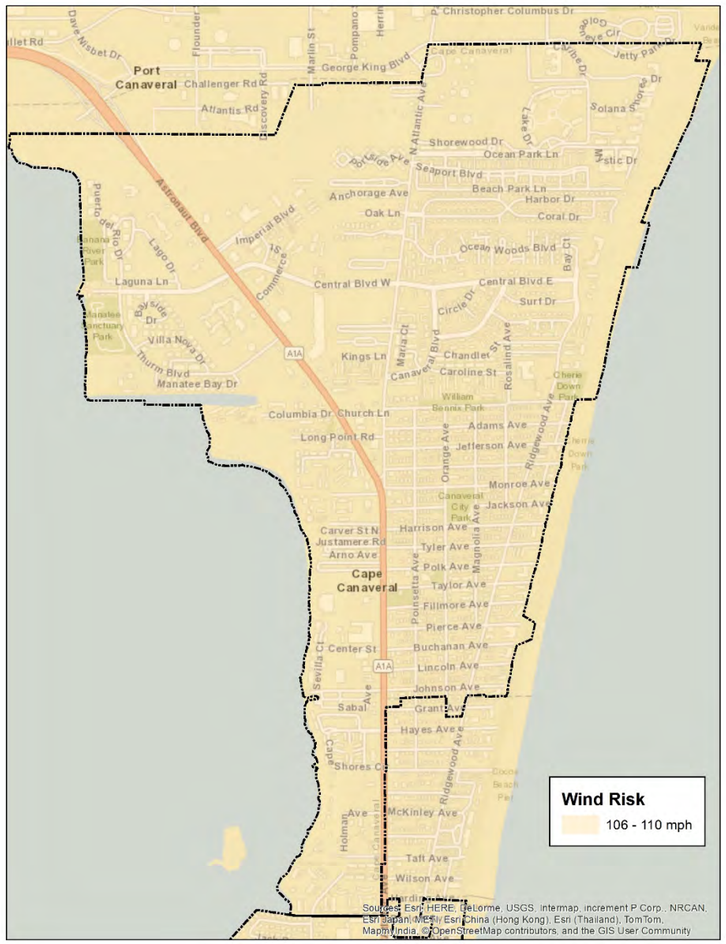


WIND RISK PROFILE | CAPE CANAVERAL

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	7,729	100.00%	7,309	94.57%	$315,101,150.00	$1,356,006,370.00	$1,425,309,980.00	$1,276,113,644.00	5,095	2,293	1,357	33
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservati
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
106-110 mph	7,042	91.11%	165	2.13%	9	0.12%	182	2.35%	8	0.10%	41	0.53%	0	0.00%	0	0.00%	0
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0



COCOA

Hazard Profile

The City of Cocoa is located in the central mainland portion of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Cocoa, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

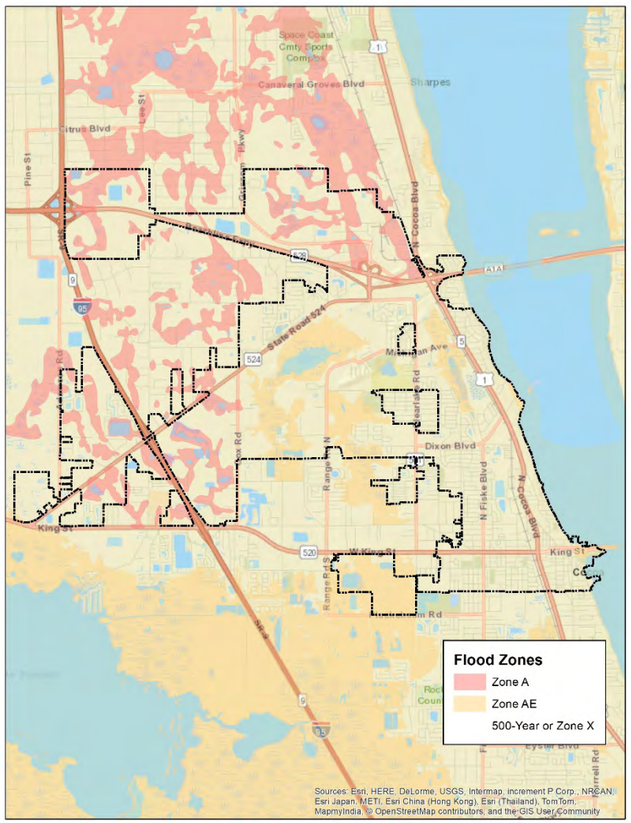
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | COCOA

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	561	6.36%	368	4.17%	$66,564,670.00	$134,850,720.00	$201,912,180.00	$188,962,746.00	93	265	168	48
Flood Zone AE	771	8.74%	649	7.36%	$59,490,220.00	$220,393,070.00	$237,522,860.00	$147,080,026.00	331	314	98	7
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	7,021	79.61%	6,066	68.78%	$225,176,730.00	$605,265,900.00	$756,304,920.00	$546,233,033.00	5,102	874	728	228

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	419	4.75%	26	0.29%	2	0.02%	83	0.94%	0	0.00%	19	0.22%	4	0.05%	0	0.00%	0	0.00%
Flood Zone AE	712	8.07%	16	0.18%	1	0.01%	0	0.00%	5	0.06%	22	0.25%	2	0.02%	0	0.00%	3	0.03%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	5,880	66.67%	587	6.66%	39	0.44%	192	2.18%	56	0.63%	225	2.55%	2	0.02%	0	0.00%	0	0.00%

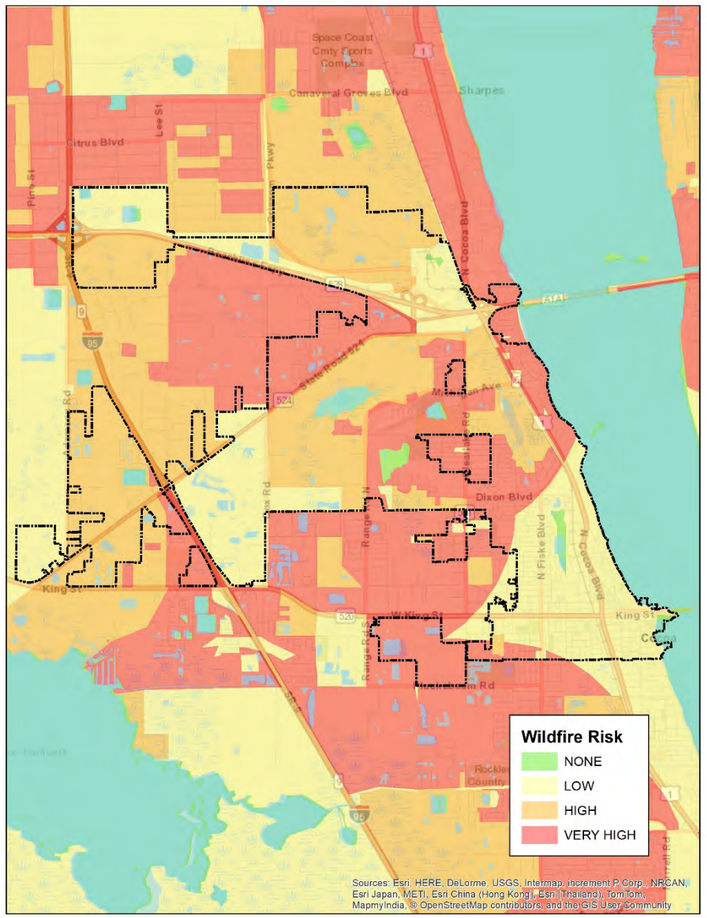


FIRE RISK PROFILE | COCOA

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	465	5.27%	436	4.94%	$7,177,550.00	$55,910,880.00	$56,442,350.00	$41,227,724.00	158	285	36	0
Low Risk	2,904	32.93%	2,255	25.57%	$128,796,980.00	$382,853,240.00	$494,182,500.00	$398,785,132.00	1,857	313	247	42
High Risk	1,549	17.56%	1,165	13.21%	$77,590,650.00	$166,706,010.00	$222,758,040.00	$178,352,166.00	448	714	667	226
Very High Risk	3,901	44.23%	3,586	40.66%	$148,691,790.00	$384,915,450.00	$455,006,490.00	$289,741,663.00	3,387	145	47	18

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	426	4.83%	20	0.23%	0	0.00%	2	0.02%	0	0.00%	14	0.16%	0	0.00%	0	0.00%	2	0.02%
Low Risk	1,987	22.53%	488	5.53%	36	0.41%	134	1.52%	42	0.48%	185	2.10%	0	0.00%	0	0.00%	0	0.00%
High Risk	1,334	15.13%	36	0.41%	3	0.03%	134	1.52%	3	0.03%	28	0.32%	7	0.08%	0	0.00%	0	0.00%
Very High Risk	3,685	41.78%	114	1.29%	6	0.07%	5	0.06%	17	0.19%	45	0.51%	2	0.02%	0	0.00%	1	0.01%

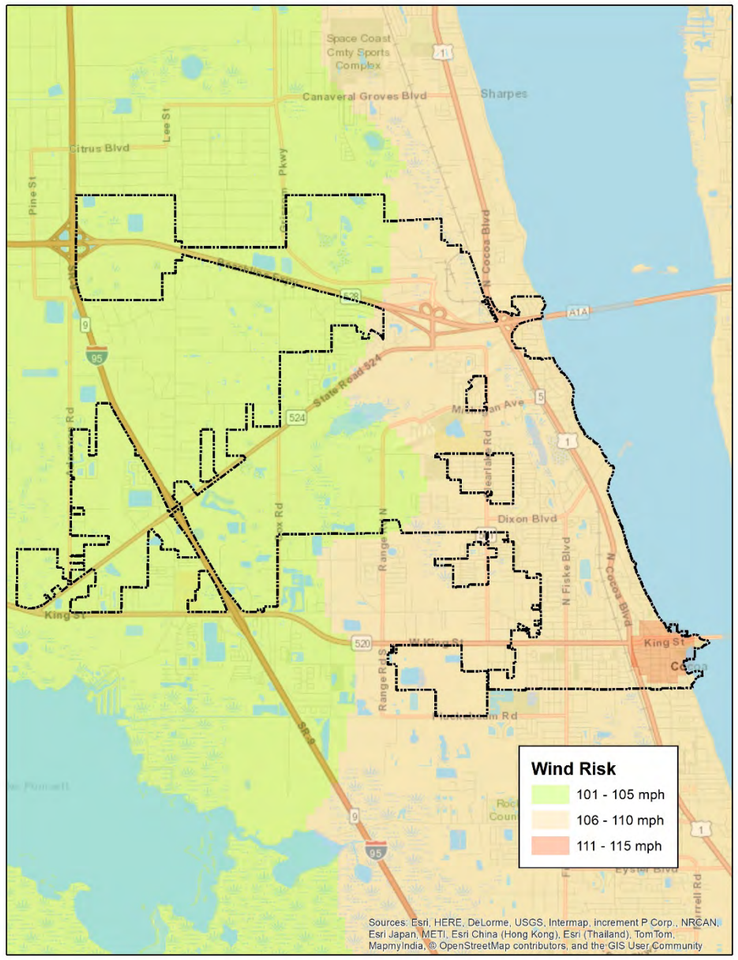


WIND RISK PROFILE | COCOA

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	2,230	25.29%	1,778	20.16%	$138,350,500.00	$301,619,180.00	$400,449,220.00	$328,443,354.00	877	878	713	230
106-110 mph	6,013	68.18%	5,235	59.36%	$204,596,250.00	$571,348,520.00	$704,689,960.00	$478,981,327.00	4,721	406	136	49
111-115 mph	576	6.53%	429	4.86%	$19,310,220.00	$117,417,880.00	$123,250,200.00	$100,682,004.00	252	173	148	7

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	1,957	22.19%	57	0.65%	3	0.03%	144	1.63%	5	0.06%	32	0.36%	9	0.10%	0	0.00%	1	0.01%
106-110 mph	5,133	58.20%	431	4.89%	28	0.32%	126	1.43%	45	0.51%	215	2.44%	0	0.00%	0	0.00%	2	0.02%
111-115 mph	342	3.88%	170	1.93%	14	0.16%	5	0.06%	12	0.14%	25	0.28%	0	0.00%	0	0.00%	0	0.00%



COCOA BEACH

Hazard Profile

The City of Cocoa Beach is located in the east-central coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Cocoa Beach, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

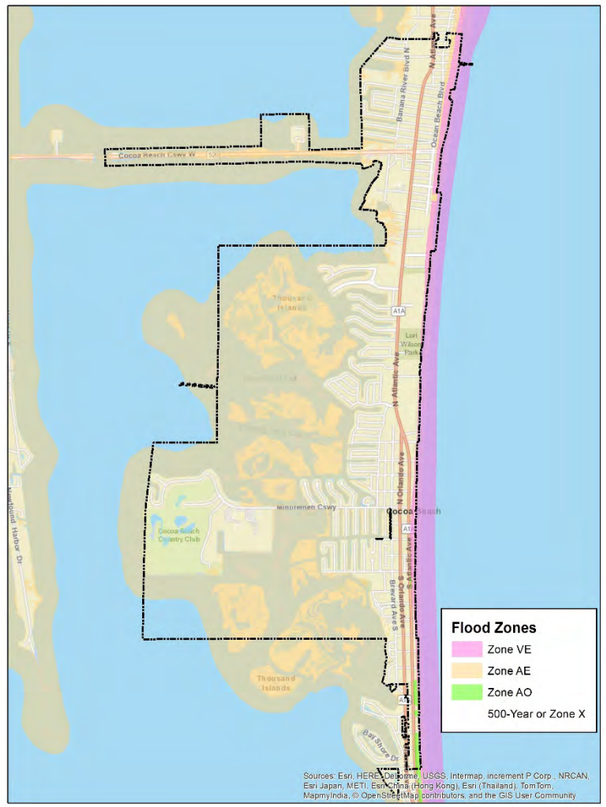
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | COCOA BEACH

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	1,441	14.98%	1,372	14.26%	$163,796,770.00	$314,231,410.00	$398,570,700.00	$356,244,920.00	1,227	169	78	11
Flood Zone AO	221	2.30%	204	2.12%	$17,312,500.00	$60,175,900.00	$71,500,470.00	$63,924,010.00	164	49	38	1
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	2,306	23.97%	2,239	23.27%	$95,037,320.00	$660,527,950.00	$668,736,710.00	$619,882,966.00	2,165	115	69	7
Flood Zone X	4,420	45.94%	4,181	43.45%	$418,116,640.00	$706,135,530.00	$929,851,930.00	$804,008,302.00	3,872	373	263	46

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	1,379	14.33%	30	0.31%	2	0.02%	2	0.02%	1	0.01%	20	0.21%	0	0.00%	0	0.00%	1	0.01%
Flood Zone AO	214	2.22%	2	0.02%	0	0.00%	0	0.00%	0	0.00%	4	0.04%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	2,277	23.66%	16	0.17%	3	0.03%	0	0.00%	0	0.00%	6	0.06%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	3,846	39.97%	492	5.11%	10	0.10%	4	0.04%	10	0.10%	34	0.35%	0	0.00%	0	0.00%	1	0.01%

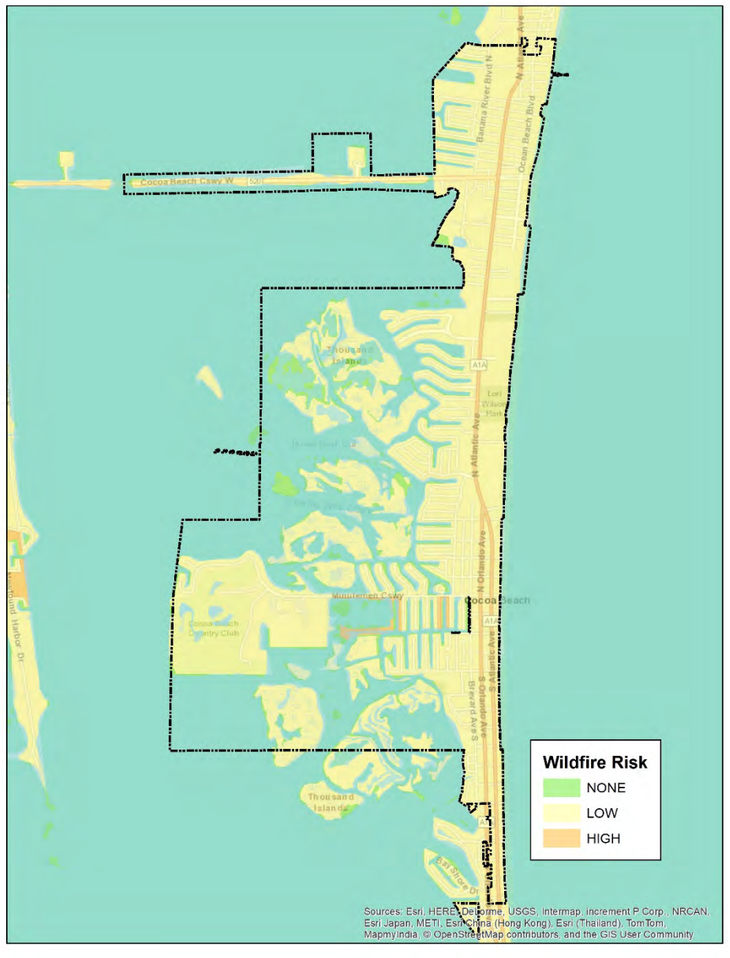


FIRE RISK PROFILE | COCOA BEACH

Fire Risk

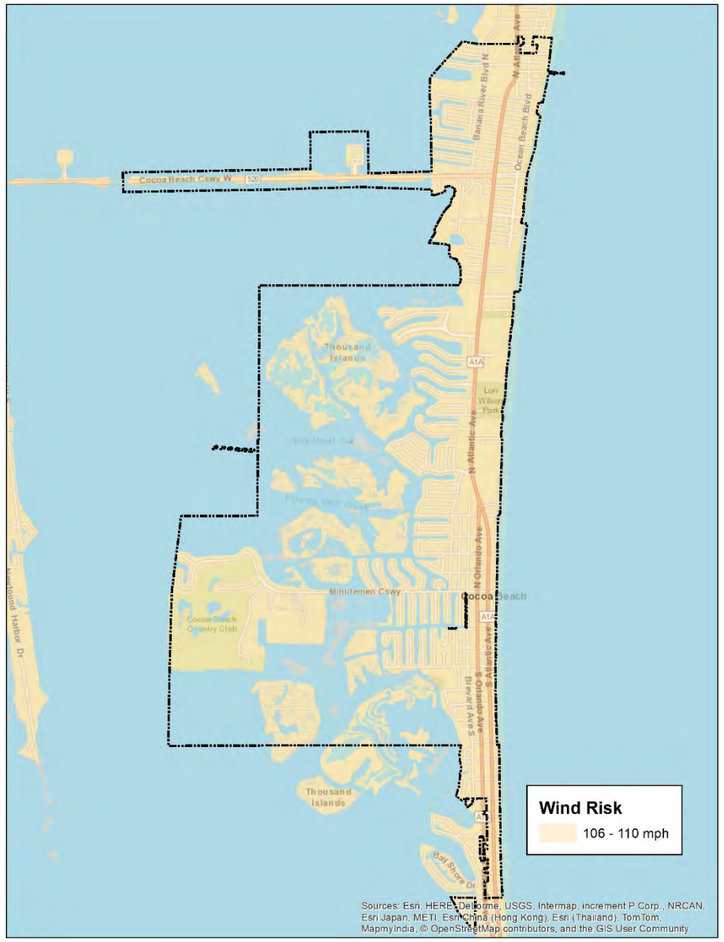
Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	1,765	18.34%	1,689	17.55%	$176,344,200.00	$438,759,760.00	$542,031,100.00	$427,117,013.00	1,584	137	64	10
Low Risk	7,815	81.22%	7,408	76.99%	$586,525,270.00	$1,542,254,880.00	$1,818,542,690.00	$1,604,666,288.00	6,865	653	399	65
High Risk	42	0.44%	41	0.43%	$11,180,000.00	$5,452,380.00	$12,149,460.00	$10,489,460.00	39	2	2	1
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	1,720	17.88%	7	0.07%	1	0.01%	0	0.00%	3	0.03%	27	0.28%	0	0.00%	0	0.00%	1	0.01%
Low Risk	7,102	73.81%	573	5.96%	17	0.18%	24	0.25%	14	0.15%	51	0.53%	0	0.00%	0	0.00%	1	0.01%
High Risk	41	0.43%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



WIND RISK PROFILE | COCOA BEACH

Wind Risk																		
Hazard Zone	**Parcels in Zone**	**% in Zone**	**Parcels Built**	**% Built**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**	**Built Pre-1994**	**Built 1994-2001**	**Built 2002-2009**	**Built 2010-Present**						
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0						
106-110 mph	9,622	100.00%	9,138	94.97%	$774,049,470.00	$1,986,467,020.00	$2,372,723,250.00	$2,042,272,761.00	8,488	792	465	76						
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0						
Hazard Zone	**Residential**	**% Res**	**Comm/Office**	**% Comm/Office**	**Mixed Use**	**% Mixed Use**	**Industrial**	**% Industrial**	**Institutional**	**% Institutional**	**Public Domain**	**% Public Domain**	**Agriculture**	**% Agriculture**	**Recreation**	**% Recreation**	**Conservation**	**% Conservation**
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	8,863	92.11%	580	6.03%	18	0.19%	24	0.25%	17	0.18%	78	0.81%	0	0.00%	0	0.00%	2	0.02%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



GRANT-VALKARIA

Hazard Profile

The Town of Grant-Valkaria is located in the south mainland section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Grant-Valkaria, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

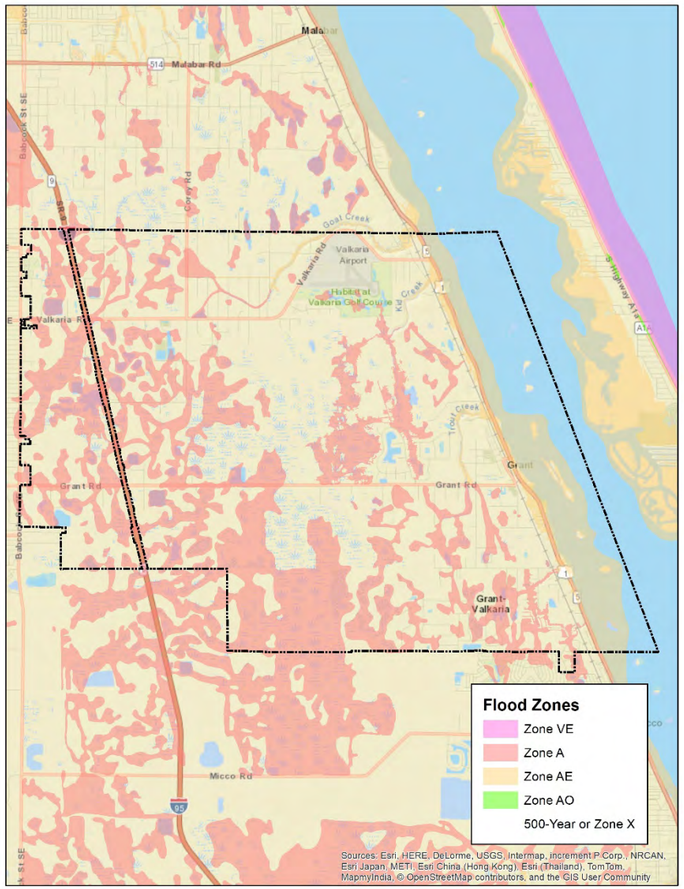
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | GRANT-VALKARIA

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	3,488	44.60%	563	7.20%	$70,630,980.00	$130,160,210.00	$169,875,400.00	$125,285,358.00	213	322	196	65
Flood Zone AE	245	3.13%	136	1.74%	$31,791,560.00	$18,887,280.00	$45,859,240.00	$39,899,230.00	87	42	23	14
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	3,823	48.89%	1,076	13.76%	$94,015,130.00	$218,212,970.00	$251,728,710.00	$193,271,416.00	488	538	307	92

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	2,203	28.17%	3	0.04%	0	0.00%	9	0.12%	5	0.06%	1,181	15.10%	57	0.73%	0	0.00%	3	0.04%
Flood Zone AE	162	2.07%	41	0.52%	5	0.06%	7	0.09%	0	0.00%	12	0.15%	4	0.05%	0	0.00%	3	0.04%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	2,667	34.10%	7	0.09%	2	0.03%	17	0.22%	15	0.19%	1,044	13.35%	35	0.45%	1	0.01%	6	0.08%

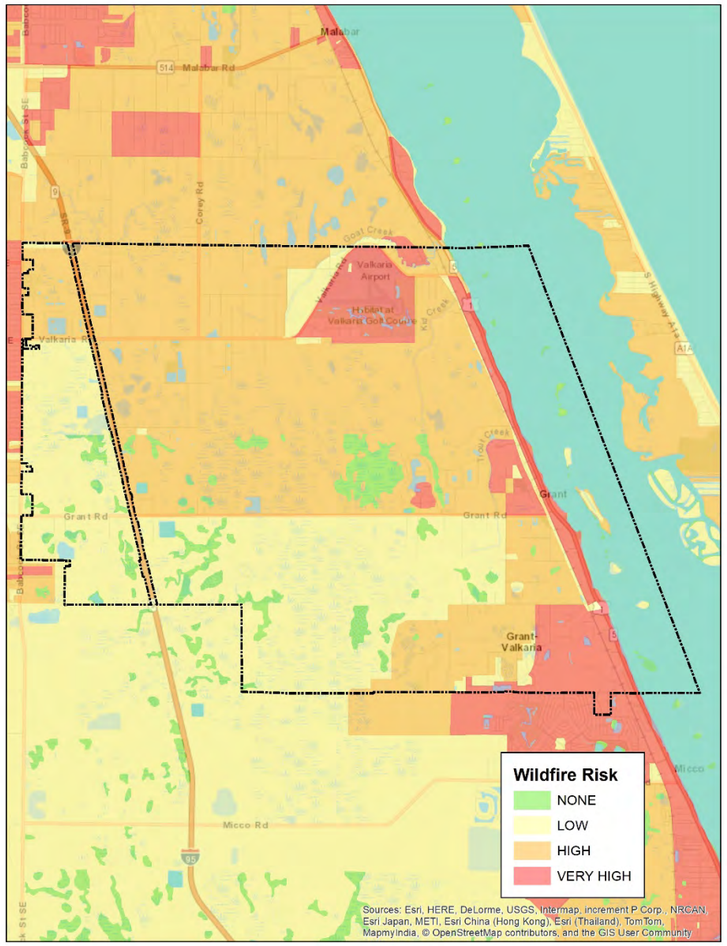


FIRE RISK PROFILE | GRANT-VALKARIA

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	865	11.06%	82	1.05%	$15,890,950.00	$18,612,650.00	$30,664,500.00	$20,489,980.00	16	64	24	4
Low Risk	2,247	28.73%	237	3.03%	$28,619,860.00	$50,273,780.00	$64,125,290.00	$47,084,198.00	85	139	79	17
High Risk	3,856	49.31%	1,106	14.14%	$106,792,220.00	$234,071,370.00	$275,744,410.00	$219,440,460.00	487	574	347	125
Very High Risk	852	10.90%	501	6.41%	$84,586,730.00	$90,051,900.00	$155,347,610.00	$122,578,776.00	283	184	111	35

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	516	6.60%	1	0.01%	0	0.00%	0	0.00%	0	0.00%	340	4.35%	4	0.05%	0	0.00%	2	0.03%
Low Risk	1,411	18.04%	4	0.05%	1	0.01%	5	0.06%	8	0.10%	781	9.99%	14	0.18%	0	0.00%	0	0.00%
High Risk	2,606	33.32%	4	0.05%	1	0.01%	24	0.31%	8	0.10%	1,093	13.98%	80	1.02%	0	0.00%	2	0.03%
Very High Risk	686	8.77%	85	1.09%	9	0.12%	9	0.12%	4	0.05%	26	0.33%	5	0.06%	1	0.01%	8	0.10%

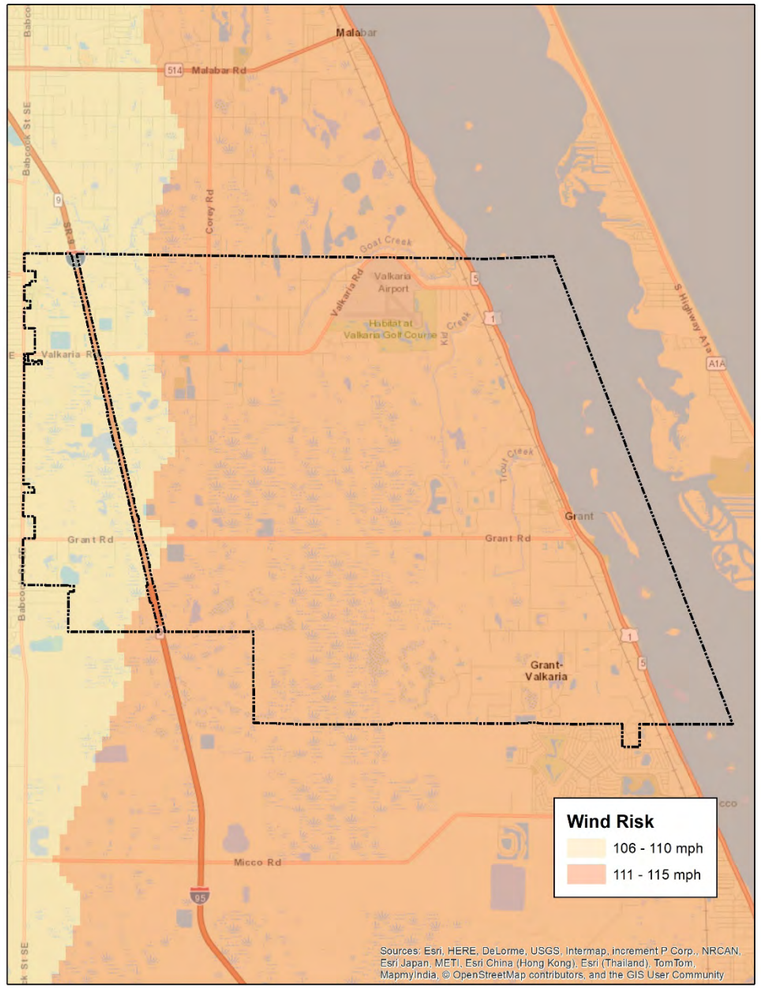


WIND RISK PROFILE | GRANT-VALKARIA

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	1,609	20.58%	246	3.15%	$31,059,080.00	$56,266,090.00	$73,351,900.00	$53,308,492.00	97	135	68	17
111-115 mph	6,211	79.42%	1,680	21.48%	$204,830,680.00	$336,743,610.00	$452,529,910.00	$356,284,922.00	774	826	493	164

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	933	11.93%	5	0.06%	0	0.00%	1	0.01%	16	0.20%	597	7.63%	40	0.51%	0	0.00%	0	0.00%
111-115 mph	4,286	54.81%	89	1.14%	11	0.14%	37	0.47%	4	0.05%	1,643	21.01%	63	0.81%	1	0.01%	12	0.15%



INDIALANTIC

Hazard Profile

The Town of Indialantic is located in the southeastern coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Indialantic, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | INDIALANTIC

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	79	4.65%	76	4.47%	$40,146,530.00	$30,762,220.00	$54,478,050.00	$49,539,270.00	53	22	15	13
Flood Zone AO	181	10.65%	165	9.71%	$8,139,860.00	$49,190,340.00	$50,032,170.00	$46,207,410.00	117	53	36	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	164	9.65%	141	8.29%	$18,783,320.00	$38,083,360.00	$52,208,500.00	$44,885,140.00	107	41	41	2
Flood Zone X	1,240	72.94%	1,162	68.35%	$201,396,650.00	$197,791,080.00	$315,529,550.00	$265,625,067.00	1,024	129	68	42

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	76	4.47%	0	0.00%	0	0.00%	0	0.00%	1	0.06%	2	0.12%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	170	10.00%	11	0.65%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	150	8.82%	3	0.18%	0	0.00%	0	0.00%	0	0.00%	11	0.65%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	1,069	62.88%	113	6.65%	7	0.41%	0	0.00%	1	0.06%	13	0.76%	0	0.00%	0	0.00%	0	0.00%

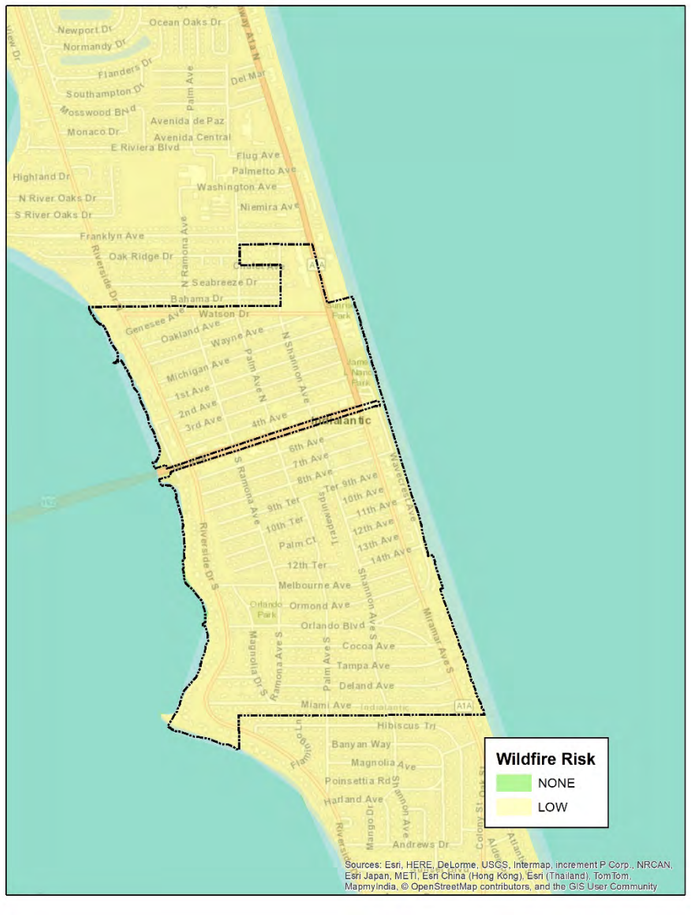


FIRE RISK PROFILE | INDIALANTIC

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	18	1.06%	16	0.94%	$11,782,360.00	$7,938,200.00	$16,703,720.00	$14,768,610.00	11	5	4	4
Low Risk	1,682	98.94%	1,562	91.88%	$268,569,130.00	$317,070,320.00	$471,966,310.00	$406,393,827.00	1,321	243	156	53
High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	16	0.94%	0	0.00%	0	0.00%	0	0.00%	1	0.06%	1	0.06%	0	0.00%	0	0.00%	0	0.00%
Low Risk	1,483	87.24%	127	7.47%	7	0.41%	0	0.00%	1	0.06%	26	1.53%	0	0.00%	0	0.00%	0	0.00%
High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

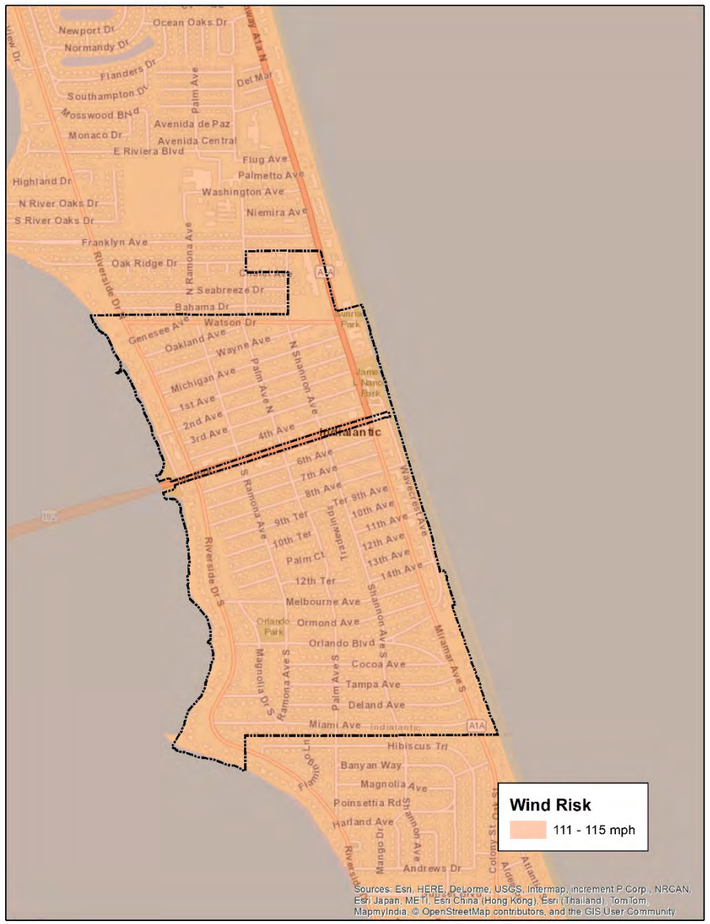


WIND RISK PROFILE | INDIALANTIC

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
111-115 mph	1,700	100.00%	1,578	92.82%	$280,351,490.00	$325,008,520.00	$488,670,030.00	$421,162,437.00	1,332	248	160	57

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	1,499	88.18%	127	7.47%	7	0.41%	0	0.00%	2	0.12%	27	1.59%	0	0.00%	0	0.00%	0	0.00%



INDIAN HARBOUR BEACH

Hazard Profile

The City of Indian Harbour Beach is located in the southeastern coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Indian Harbour Beach, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

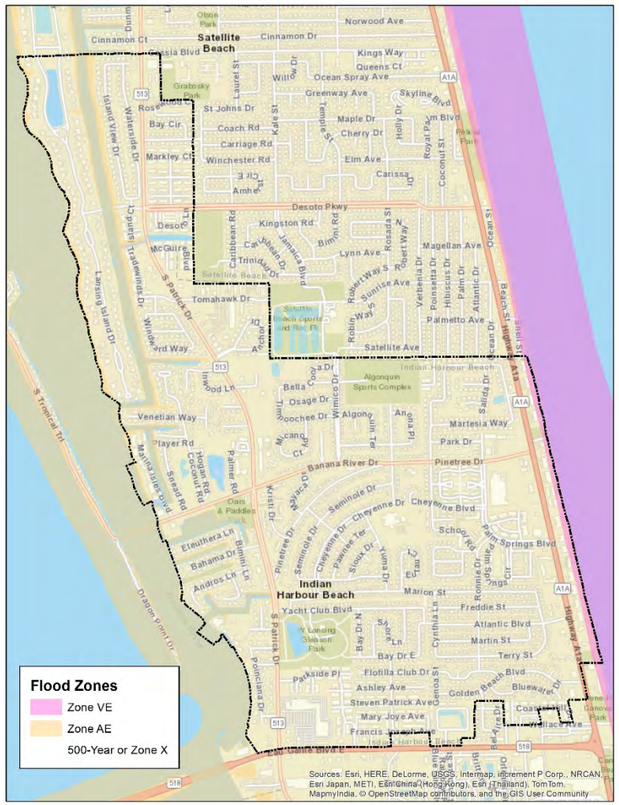
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | INDIAN HARBOUR BEACH

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	138	3.06%	128	2.84%	$28,478,270.00	$48,551,760.00	$62,434,890.00	$55,376,920.00	68	62	8	3
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	414	9.19%	394	8.75%	$4,916,300.00	$163,826,340.00	$152,178,270.00	$139,073,354.00	91	316	152	0
Flood Zone X	3,771	83.74%	3,583	79.57%	$311,141,960.00	$620,527,890.00	$754,070,060.00	$621,636,479.00	3,052	500	248	85

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	134	2.98%	1	0.02%	0	0.00%	0	0.00%	0	0.00%	2	0.04%	0	0.00%	0	0.00%	1	0.02%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	401	8.91%	6	0.13%	0	0.00%	0	0.00%	0	0.00%	6	0.13%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	3,517	78.10%	135	3.00%	1	0.02%	55	1.22%	8	0.18%	30	0.67%	0	0.00%	0	0.00%	1	0.02%

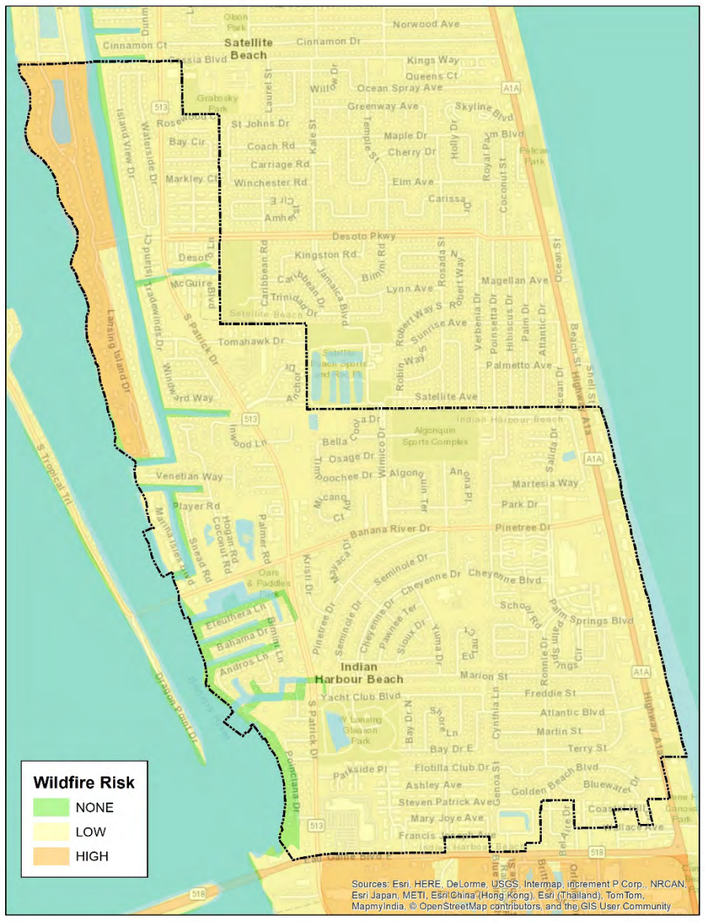


FIRE RISK PROFILE | INDIAN HARBOUR BEACH

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	208	4.62%	190	4.22%	$58,048,700.00	$76,233,710.00	$112,463,500.00	$98,130,020.00	127	60	18	4
Low Risk	4,199	93.25%	3,995	88.72%	$303,308,770.00	$777,790,880.00	$887,743,350.00	$743,400,133.00	3,165	816	394	84
High Risk	96	2.13%	83	1.84%	$42,212,820.00	$66,170,620.00	$103,898,620.00	$100,433,600.00	12	66	15	6
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	188	4.17%	5	0.11%	0	0.00%	0	0.00%	1	0.02%	8	0.18%	0	0.00%	0	0.00%	3	0.07%
Low Risk	3,929	87.25%	146	3.24%	1	0.02%	55	1.22%	7	0.16%	35	0.78%	0	0.00%	0	0.00%	0	0.00%
High Risk	94	2.09%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	0.04%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

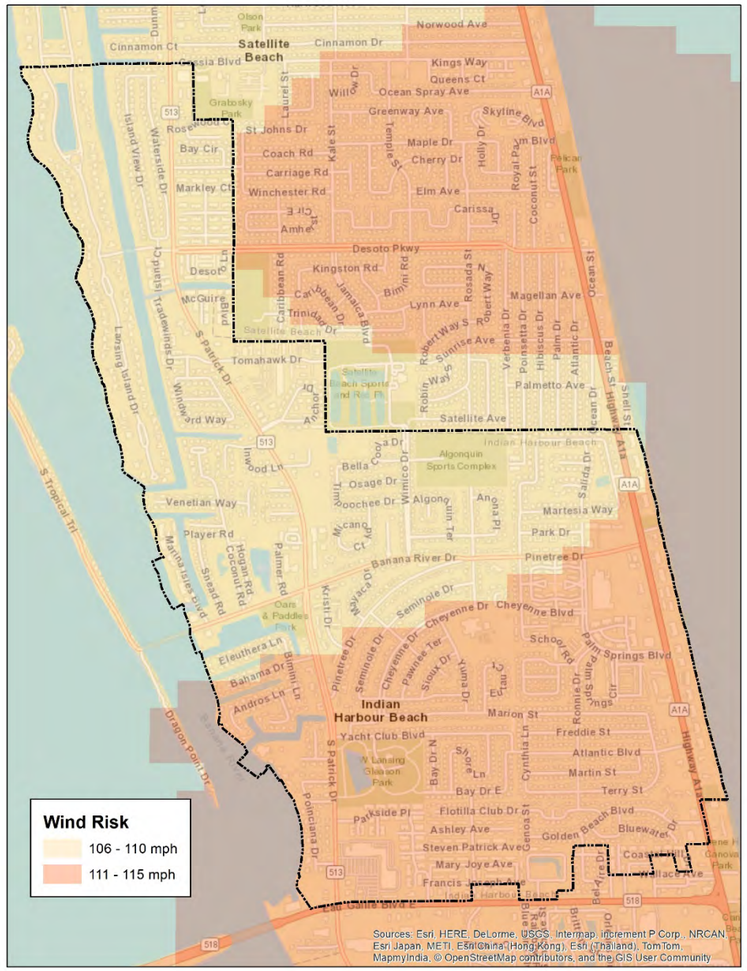


WIND RISK PROFILE | INDIAN HARBOUR BEACH

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	1,898	42.15%	1,767	39.24%	$229,632,760.00	$439,072,390.00	$557,032,810.00	$476,950,395.00	1,269	458	112	23
111-115 mph	2,605	57.85%	2,501	55.54%	$173,937,530.00	$481,122,820.00	$547,072,660.00	$465,013,358.00	2,035	484	315	71

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	1,748	38.82%	39	0.87%	1	0.02%	55	1.22%	7	0.16%	20	0.44%	0	0.00%	0	0.00%	3	0.07%
111-115 mph	2,463	54.70%	112	2.49%	0	0.00%	0	0.00%	1	0.02%	25	0.56%	0	0.00%	0	0.00%	0	0.00%



MALABAR

Hazard Profile

The Town of Malabar is located in south mainland Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Malabar, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

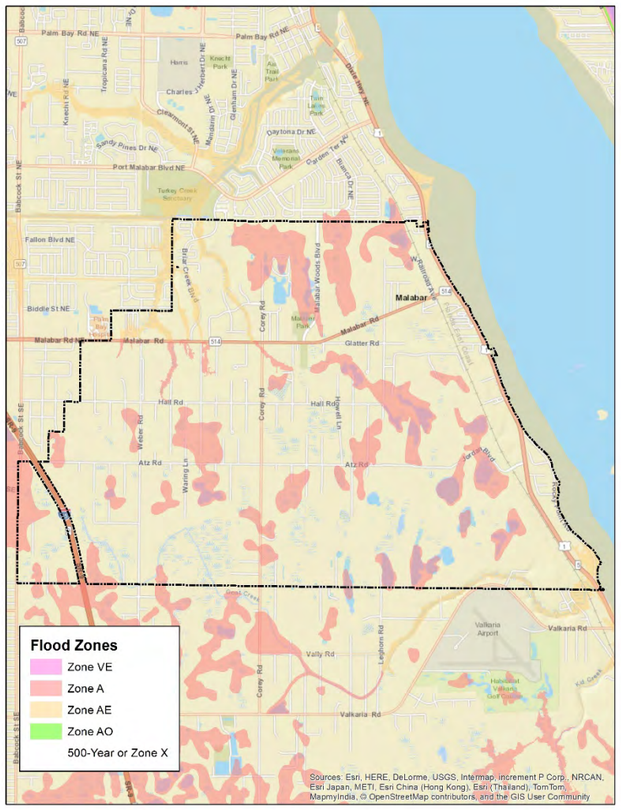
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | MALABAR

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	528	23.45%	251	11.15%	$35,849,460.00	$65,828,540.00	$82,532,260.00	$62,754,520.00	131	104	59	20
Flood Zone AE	103	4.57%	60	2.66%	$17,619,500.00	$17,637,550.00	$31,957,180.00	$29,603,862.00	33	23	19	12
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	1,564	69.45%	810	35.97%	$75,319,180.00	$154,011,680.00	$177,179,470.00	$139,564,989.00	550	234	145	58

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	429	19.05%	33	1.47%	0	0.00%	2	0.09%	4	0.18%	30	1.33%	20	0.89%	0	0.00%	0	0.00%
Flood Zone AE	77	3.42%	16	0.71%	2	0.09%	0	0.00%	0	0.00%	4	0.18%	0	0.00%	0	0.00%	1	0.04%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	1,410	62.61%	75	3.33%	3	0.13%	7	0.31%	4	0.18%	34	1.51%	21	0.93%	0	0.00%	0	0.00%

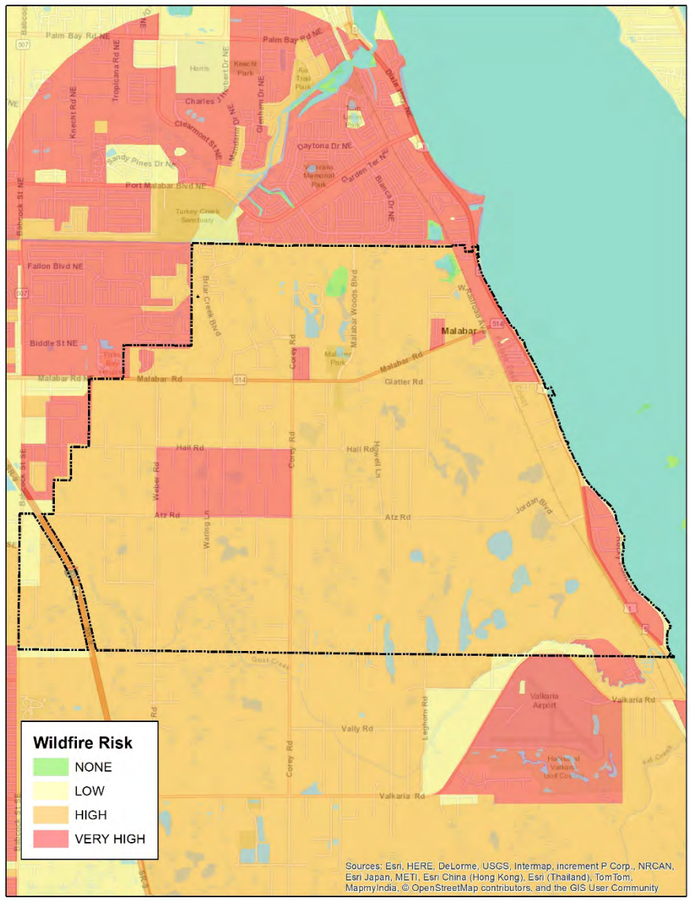


FIRE RISK PROFILE | MALABAR

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	29	1.29%	12	0.53%	$4,248,300.00	$1,969,380.00	$5,896,510.00	$4,938,800.00	7	4	2	1
Low Risk	30	1.33%	8	0.36%	$2,196,490.00	$2,901,480.00	$5,262,610.00	$3,769,370.00	7	1	1	0
High Risk	1,713	76.07%	787	34.95%	$84,894,430.00	$179,752,530.00	$210,819,060.00	$164,647,202.00	463	289	176	78
Very High Risk	480	21.31%	347	15.41%	$44,514,410.00	$65,693,550.00	$87,307,740.00	$73,302,869.00	260	76	51	14

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	17	0.75%	6	0.27%	0	0.00%	0	0.00%	0	0.00%	3	0.13%	1	0.04%	0	0.00%	1	0.04%
Low Risk	3	0.13%	23	1.02%	0	0.00%	1	0.04%	2	0.09%	1	0.04%	0	0.00%	0	0.00%	0	0.00%
High Risk	1,520	67.50%	71	3.15%	1	0.04%	6	0.27%	5	0.22%	61	2.71%	35	1.55%	0	0.00%	0	0.00%
Very High Risk	420	18.65%	27	1.20%	4	0.18%	2	0.09%	1	0.04%	10	0.44%	7	0.31%	0	0.00%	0	0.00%

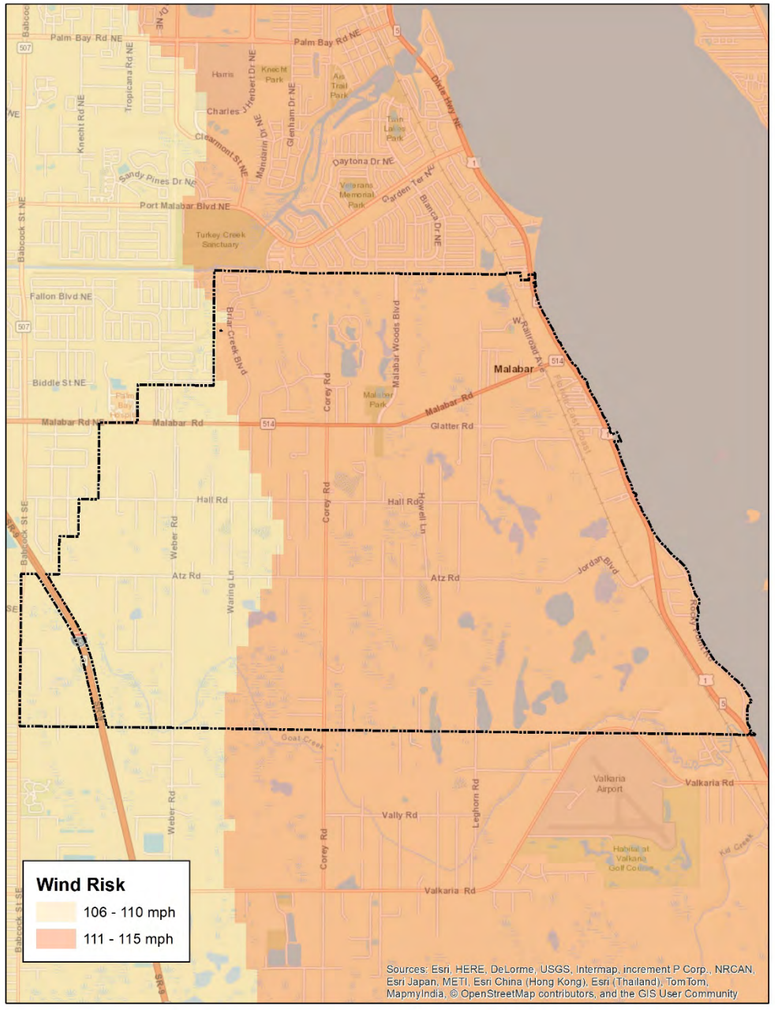


WIND RISK PROFILE | MALABAR

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	669	29.71%	333	14.79%	$39,016,420.00	$74,578,080.00	$86,742,660.00	$67,408,618.00	206	113	71	29
111-115 mph	1,583	70.29%	821	36.46%	$96,837,210.00	$175,738,860.00	$222,543,260.00	$179,249,623.00	531	257	159	64

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	586	26.02%	42	1.87%	0	0.00%	2	0.09%	4	0.18%	12	0.53%	18	0.80%	0	0.00%	0	0.00%
111-115 mph	1,374	61.01%	85	3.77%	5	0.22%	7	0.31%	4	0.18%	63	2.80%	25	1.11%	0	0.00%	1	0.04%



MELBOURNE

Hazard Profile

The City of Melbourne is located in the south mainland section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Melbourne, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

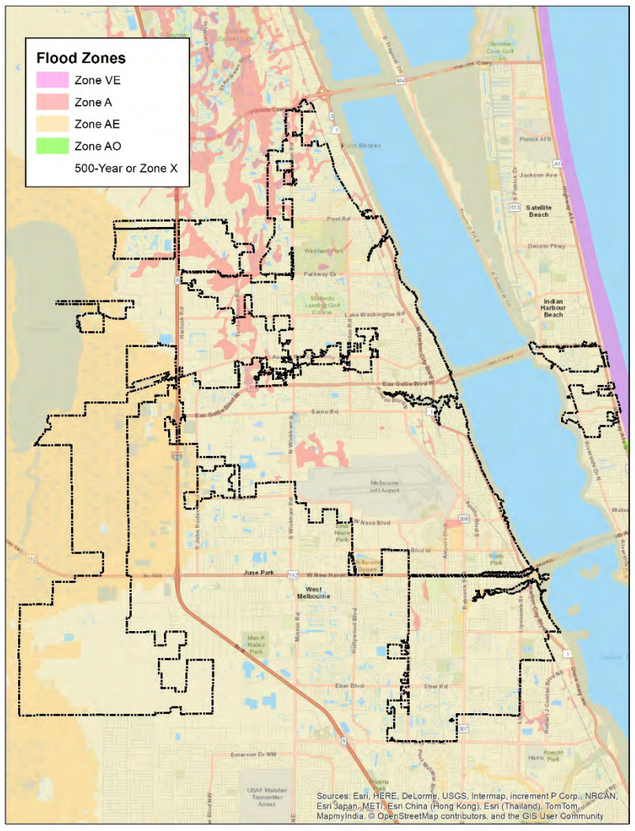
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | MELBOURNE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	1,296	3.81%	1,108	3.26%	$118,942,560.00	$349,869,750.00	$429,305,370.00	$332,697,909.00	417	596	259	140
Flood Zone AE	592	1.74%	469	1.38%	$81,275,700.00	$230,684,870.00	$280,573,440.00	$151,387,250.00	374	94	64	18
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	9	0.03%	3	0.01%	$16,102,490.00	$48,960,700.00	$60,552,470.00	$54,742,910.00	3	0	0	0
Flood Zone X	30,552	89.79%	27,899	82.00%	$1,752,828,097.00	$4,545,495,413.00	$5,409,231,950.00	$3,929,577,682.00	19,980	7,216	4,274	1,306

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	1,211	3.56%	30	0.09%	0	0.00%	3	0.01%	5	0.01%	30	0.09%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	465	1.37%	37	0.11%	2	0.01%	6	0.02%	7	0.02%	52	0.15%	4	0.01%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	6	0.02%	0	0.00%	0	0.00%	0	0.00%	3	0.01%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	27,218	79.99%	1,754	5.16%	81	0.24%	478	1.40%	148	0.43%	430	1.26%	20	0.06%	3	0.01%	13	0.04%

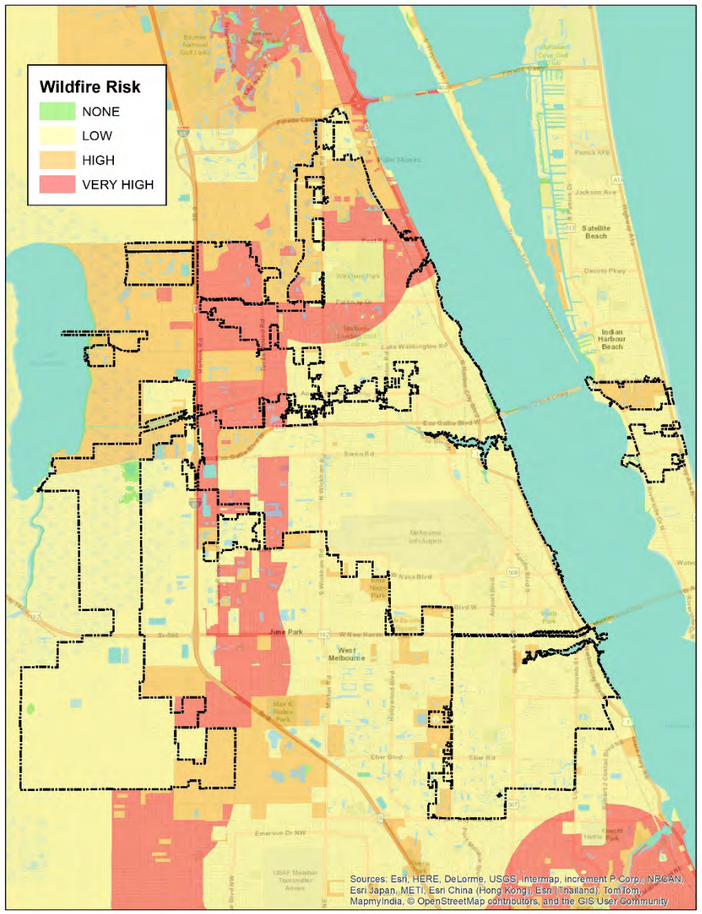


FIRE RISK PROFILE | MELBOURNE

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	362	1.06%	275	0.81%	$80,095,630.00	$107,898,420.00	$199,837,260.00	$135,501,640.00	213	48	28	9
Low Risk	24,348	71.56%	22,030	64.75%	$1,478,512,627.00	$3,728,874,673.00	$4,564,556,780.00	$3,288,404,023.00	16,841	4,803	3,236	852
High Risk	4,430	13.02%	3,929	11.55%	$287,152,720.00	$917,068,140.00	$1,052,646,130.00	$778,095,188.00	1,024	2,621	1,222	569
Very High Risk	4,885	14.36%	4,592	13.50%	$324,136,130.00	$804,027,070.00	$919,591,730.00	$721,708,199.00	3,596	856	487	146

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	277	0.81%	31	0.09%	1	0.00%	1	0.00%	4	0.01%	37	0.11%	3	0.01%	0	0.00%	0	0.00%
Low Risk	21,296	62.59%	1,711	5.03%	86	0.25%	398	1.17%	154	0.45%	448	1.32%	22	0.06%	3	0.01%	7	0.02%
High Risk	4,140	12.17%	119	0.35%	1	0.00%	21	0.06%	8	0.02%	36	0.11%	7	0.02%	0	0.00%	1	0.00%
Very High Risk	4,494	13.21%	84	0.25%	2	0.01%	99	0.29%	4	0.01%	49	0.14%	4	0.01%	0	0.00%	6	0.02%

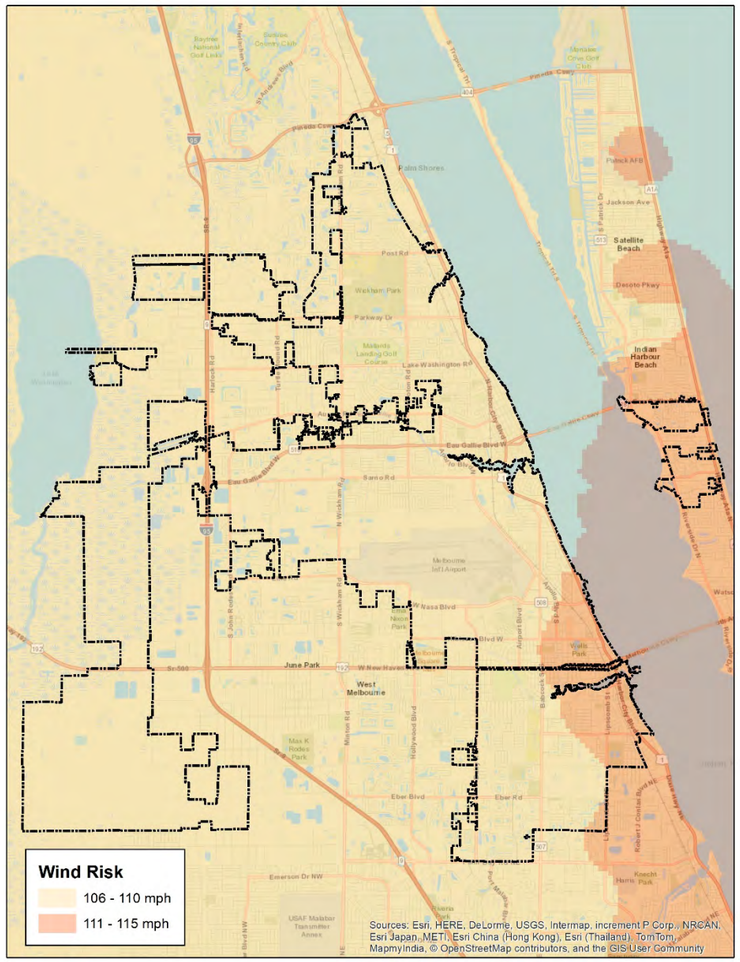


WIND RISK PROFILE | MELBOURNE

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	28,771	84.56%	26,395	77.58%	$1,779,976,460.00	$4,474,596,220.00	$5,379,419,380.00	$3,980,801,845.00	18,551	7,106	4,213	1,405
111-115 mph	5,254	15.44%	4,431	13.02%	$389,920,647.00	$1,083,272,083.00	$1,357,212,520.00	$942,907,205.00	3,123	1,222	760	171

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	26,005	76.43%	1,315	3.86%	49	0.14%	466	1.37%	108	0.32%	430	1.26%	36	0.11%	3	0.01%	14	0.04%
111-115 mph	4,202	12.35%	630	1.85%	41	0.12%	53	0.16%	62	0.18%	140	0.41%	0	0.00%	0	0.00%	0	0.00%



MELBOURNE BEACH

Hazard Profile

The Town of Melbourne Beach is located in the southeastern coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Melbourne Beach, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

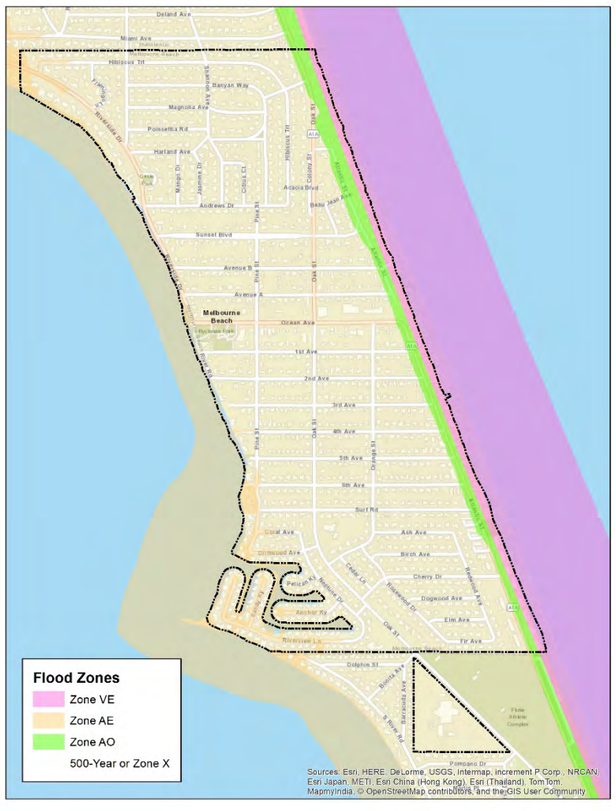
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | MELBOURNE BEACH

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	128	7.84%	122	7.48%	$43,901,220.00	$37,198,980.00	$62,868,870.00	$53,367,600.00	104	13	3	1
Flood Zone AO	122	7.48%	111	6.80%	$8,094,600.00	$18,761,850.00	$21,384,220.00	$18,713,910.00	102	13	2	2
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	169	10.36%	157	9.62%	$39,297,750.00	$63,426,860.00	$88,389,800.00	$78,816,880.00	145	12	9	4
Flood Zone X	1,090	66.79%	1,053	64.52%	$190,727,950.00	$181,500,370.00	$281,062,180.00	$234,212,981.00	950	79	38	24

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	125	7.66%	1	0.06%	0	0.00%	0	0.00%	0	0.00%	2	0.12%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	116	7.11%	5	0.31%	1	0.06%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	165	10.11%	0	0.00%	1	0.06%	0	0.00%	0	0.00%	3	0.18%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	1,058	64.83%	21	1.29%	1	0.06%	0	0.00%	4	0.25%	5	0.31%	0	0.00%	0	0.00%	0	0.00%



FIRE RISK PROFILE | MELBOURNE BEACH

Fire Risk																		
Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present						
No Risk	61	3.74%	59	3.62%	$21,740,750.00	$19,604,750.00	$32,096,130.00	$29,153,560.00	44	13	6	3						
Low Risk	1,571	96.26%	1,505	92.22%	$290,808,360.00	$311,925,410.00	$467,865,960.00	$397,076,991.00	1,351	130	59	36						
High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0						
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0						
Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	61	3.74%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Low Risk	1,526	93.50%	27	1.65%	3	0.18%	0	0.00%	4	0.25%	10	0.61%	0	0.00%	0	0.00%	0	0.00%
High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

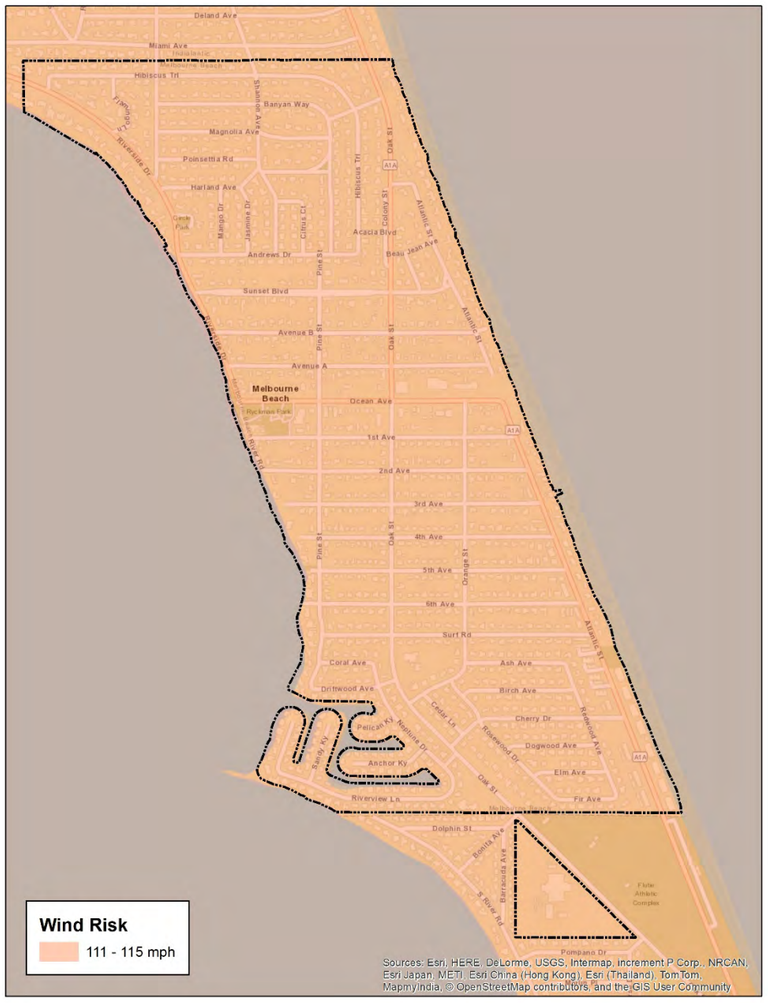


WIND RISK PROFILE | MELBOURNE BEACH

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
111-115 mph	1,632	100.00%	1,564	95.83%	$312,549,110.00	$331,530,160.00	$499,962,090.00	$426,230,551.00	1,395	143	65	39

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	1,587	97.24%	27	1.65%	3	0.18%	0	0.00%	4	0.25%	10	0.61%	0	0.00%	0	0.00%	0	0.00%



MELBOURNE VILLAGE

Hazard Profile

The Town of Melbourne Village is located in the south mainland portion of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Melbourne Village, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | MELBOURNE VILLAGE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	332	98.81%	317	94.35%	$29,613,270.00	$43,702,670.00	$61,115,970.00	$46,989,438.00	269	36	20	7

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	315	93.75%	8	2.38%	0	0.00%	0	0.00%	1	0.30%	3	0.89%	0	0.00%	4	1.19%	0	0.00%

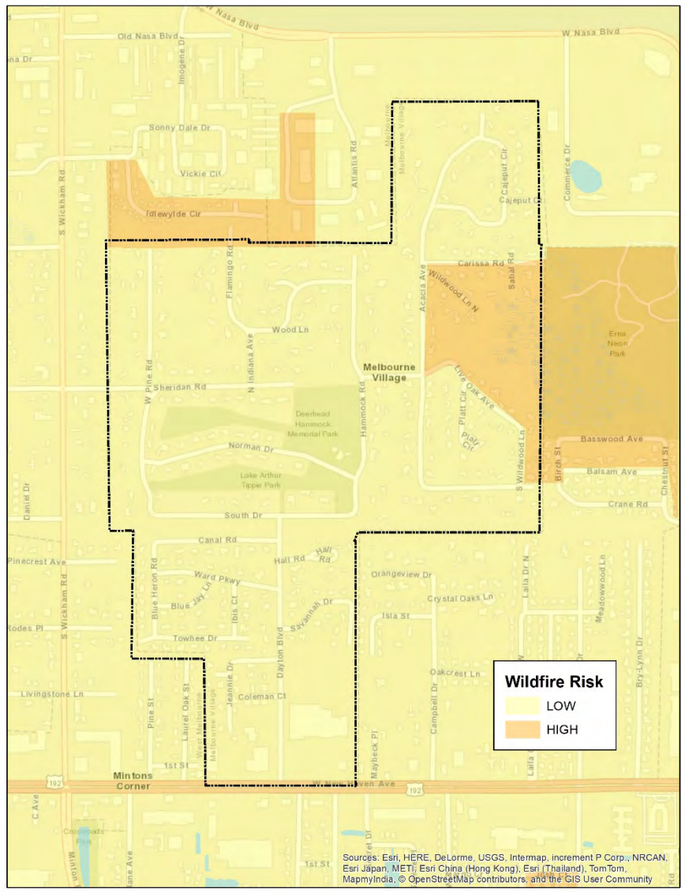


FIRE RISK PROFILE | MELBOURNE VILLAGE

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Low Risk	298	88.69%	285	84.82%	$27,220,750.00	$39,812,570.00	$56,311,620.00	$43,611,768.00	243	31	16	6
High Risk	38	11.31%	36	10.71%	$2,745,020.00	$4,451,100.00	$5,467,190.00	$3,890,010.00	30	5	4	1
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Low Risk	283	84.23%	8	2.38%	0	0.00%	0	0.00%	1	0.30%	3	0.89%	0	0.00%	2	0.60%	0	0.00%
High Risk	36	10.71%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	0.60%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

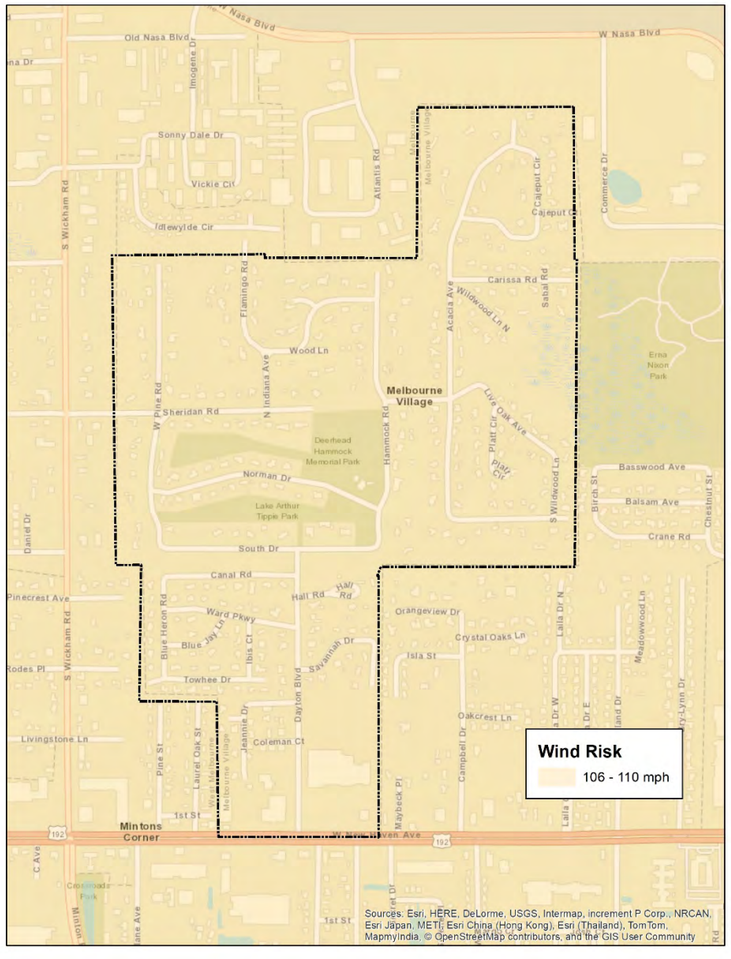


WIND RISK PROFILE | MELBOURNE VILLAGE

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	336	100.00%	321	95.54%	$29,965,770.00	$44,263,670.00	$61,778,810.00	$47,501,778.00	273	36	20	7
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	319	94.94%	8	2.38%	0	0.00%	0	0.00%	1	0.30%	3	0.89%	0	0.00%	4	1.19%	0	0.00%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



PALM BAY

Hazard Profile

The City of Palm Bay is located in the southern section of mainland Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Palm Bay, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

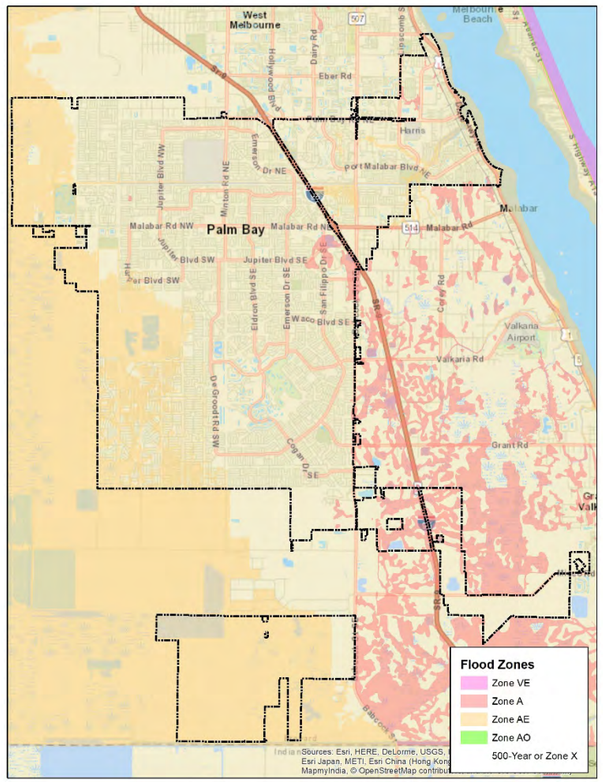
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | PALM BAY

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	387	0.50%	213	0.27%	$40,487,220.00	$90,559,120.00	$112,635,590.00	$73,553,330.00	106	91	62	6
Flood Zone AE	3,575	4.59%	689	0.88%	$56,724,490.00	$118,839,850.00	$129,494,350.00	$99,902,745.00	551	138	115	11
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	59,875	76.86%	39,595	50.83%	$1,127,416,340.00	$5,280,248,340.00	$4,947,487,050.00	$3,503,851,428.00	23,440	15,134	10,940	1,897

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	289	0.37%	28	0.04%	2	0.00%	31	0.04%	3	0.00%	15	0.02%	13	0.02%	0	0.00%	1	0.00%
Flood Zone AE	3,367	4.32%	19	0.02%	0	0.00%	0	0.00%	3	0.00%	155	0.20%	27	0.03%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	57,916	74.35%	917	1.18%	15	0.02%	211	0.27%	109	0.14%	428	0.55%	49	0.06%	0	0.00%	7	0.01%

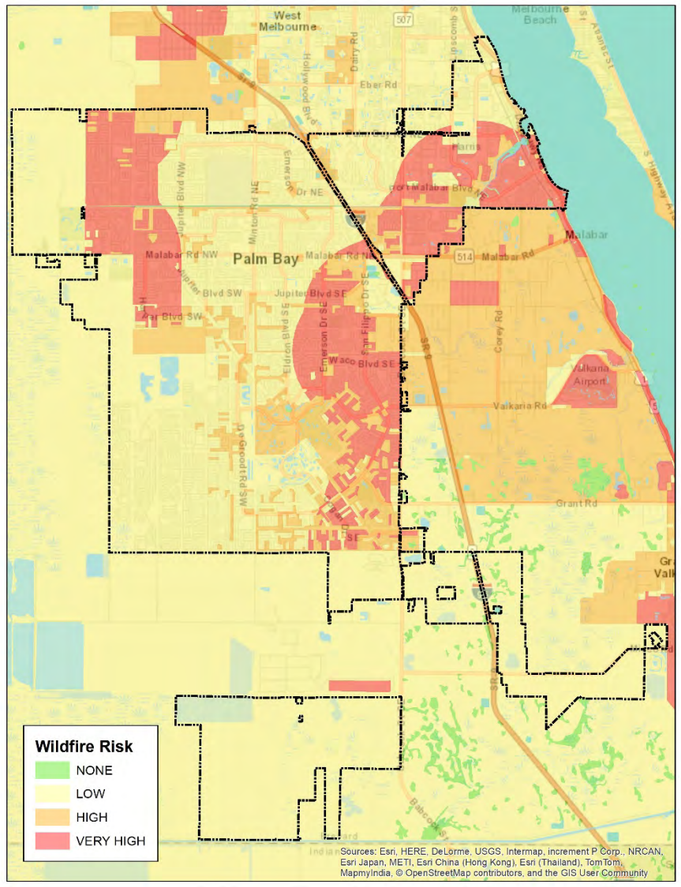


FIRE RISK PROFILE | PALM BAY

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	117	0.15%	83	0.11%	$16,970,830.00	$25,156,820.00	$39,657,380.00	$33,997,840.00	77	8	6	2
Low Risk	39,706	50.97%	20,912	26.84%	$710,898,700.00	$2,804,771,380.00	$2,688,095,900.00	$1,925,554,887.00	11,939	8,427	6,526	1,591
High Risk	10,581	13.58%	5,471	7.02%	$224,252,740.00	$914,434,000.00	$890,366,330.00	$651,804,376.00	1,920	3,388	2,449	202
Very High Risk	27,497	35.30%	18,388	23.60%	$443,905,660.00	$2,431,761,100.00	$2,244,026,630.00	$1,557,911,036.00	12,012	5,895	3,850	506

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	91	0.12%	4	0.01%	1	0.00%	1	0.00%	1	0.00%	12	0.02%	7	0.01%	0	0.00%	0	0.00%
Low Risk	38,224	49.07%	552	0.71%	7	0.01%	129	0.17%	49	0.06%	515	0.66%	79	0.10%	0	0.00%	2	0.00%
High Risk	10,155	13.04%	194	0.25%	3	0.00%	49	0.06%	25	0.03%	85	0.11%	11	0.01%	0	0.00%	4	0.01%
Very High Risk	26,859	34.48%	276	0.35%	9	0.01%	68	0.09%	57	0.07%	188	0.24%	1	0.00%	0	0.00%	3	0.00%

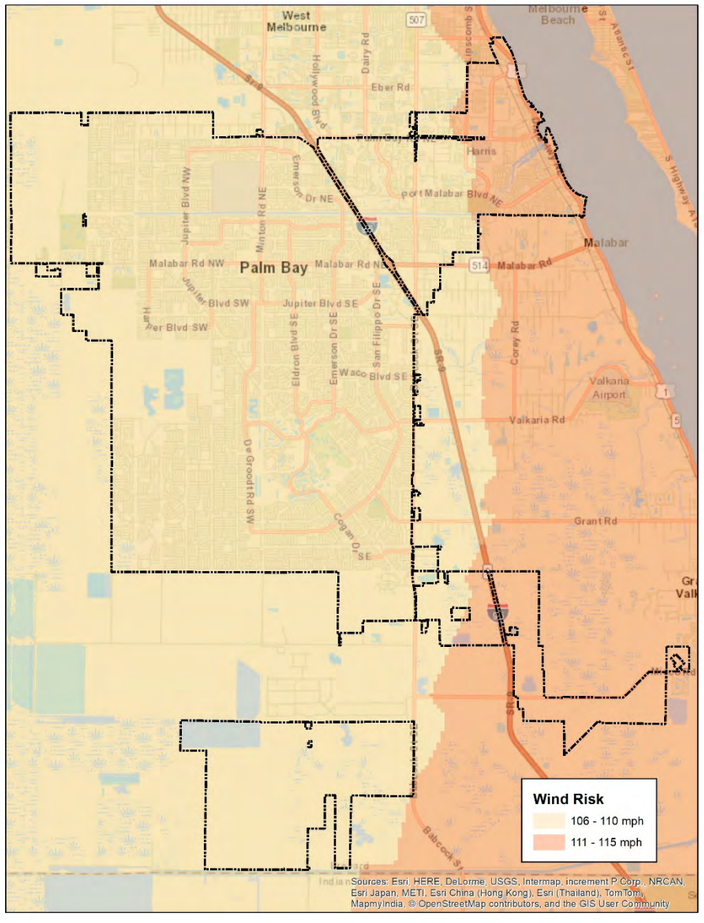


WIND RISK PROFILE | PALM BAY

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	72,638	93.24%	40,199	51.60%	$1,204,806,820.00	$5,663,639,410.00	$5,263,072,710.00	$3,708,562,025.00	21,795	17,245	12,538	2,251
111-115 mph	5,263	6.76%	4,655	5.98%	$191,221,110.00	$512,483,890.00	$599,073,530.00	$460,706,114.00	4,153	473	293	50

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	70,552	90.57%	831	1.07%	8	0.01%	165	0.21%	100	0.13%	674	0.87%	75	0.10%	0	0.00%	7	0.01%
111-115 mph	4,777	6.13%	195	0.25%	12	0.02%	82	0.11%	32	0.04%	126	0.16%	23	0.03%	0	0.00%	2	0.00%



PALM SHORES

Hazard Profile

The Town of Palm Shores is located in the central mainland section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Town of Palm Shores, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

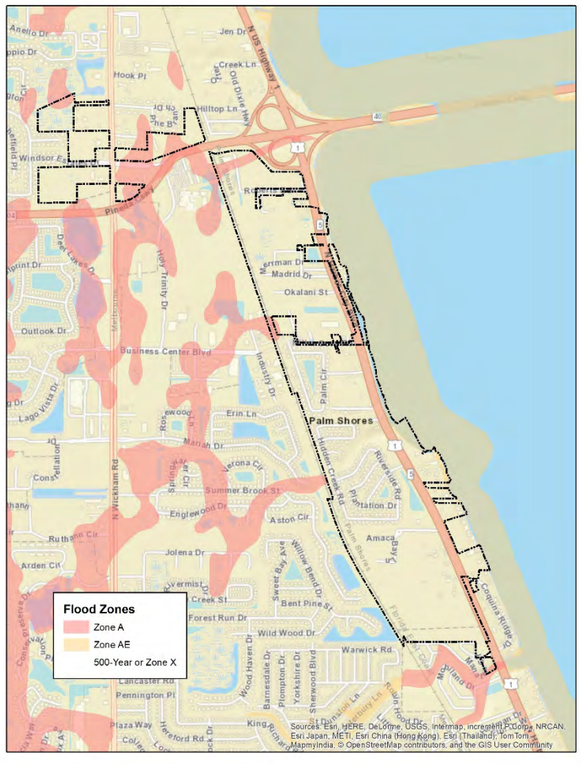
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | PALM SHORES

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	16	3.27%	5	1.02%	$4,713,300.00	$6,247,340.00	$10,550,520.00	$10,283,830.00	1	3	3	2
Flood Zone AE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	437	89.18%	370	75.51%	$29,102,610.00	$63,856,390.00	$77,150,200.00	$56,186,156.00	184	169	107	83

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	5	1.02%	6	1.22%	0	0.00%	2	0.41%	0	0.00%	1	0.20%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	376	76.73%	35	7.14%	6	1.22%	2	0.41%	2	0.41%	14	2.86%	0	0.00%	0	0.00%	0	0.00%

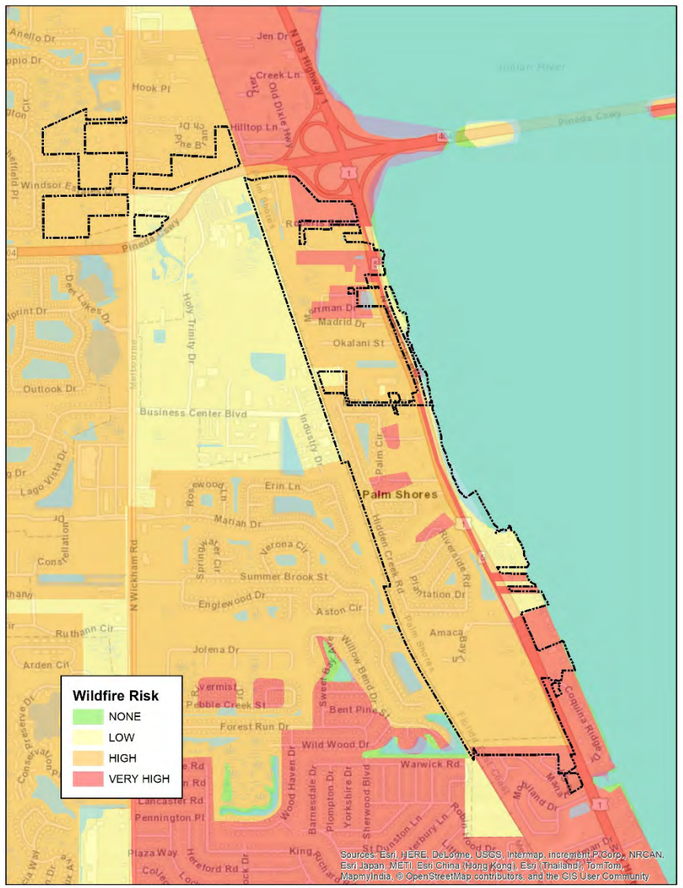


FIRE RISK PROFILE | PALM SHORES

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	22	4.49%	11	2.24%	$6,552,180.00	$5,561,840.00	$11,230,080.00	$10,829,580.00	2	9	7	5
Low Risk	9	1.84%	5	1.02%	$2,593,610.00	$895,570.00	$4,109,670.00	$3,617,700.00	2	2	2	2
High Risk	378	77.14%	330	67.35%	$24,809,710.00	$58,672,450.00	$68,545,190.00	$49,024,816.00	157	157	105	84
Very High Risk	81	16.53%	53	10.82%	$11,261,150.00	$14,213,590.00	$23,157,750.00	$20,575,330.00	33	18	6	2

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	18	3.67%	4	0.82%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Low Risk	3	0.61%	2	0.41%	0	0.00%	0	0.00%	0	0.00%	4	0.82%	0	0.00%	0	0.00%	0	0.00%
High Risk	340	69.39%	21	4.29%	3	0.61%	3	0.61%	2	0.41%	7	1.43%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	50	10.20%	18	3.67%	4	0.82%	1	0.20%	0	0.00%	6	1.22%	0	0.00%	0	0.00%	0	0.00%

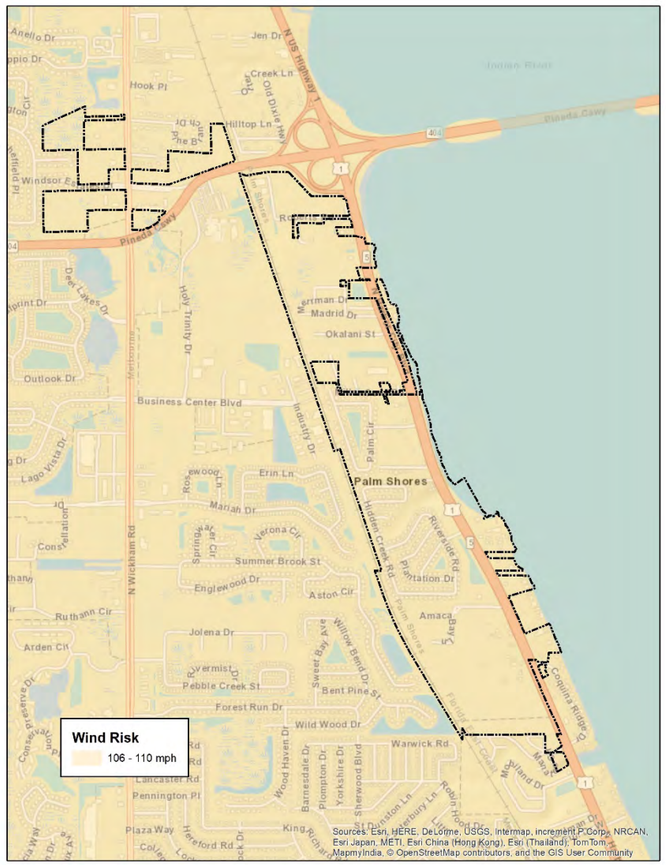


WIND RISK PROFILE | PALM SHORES

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	490	100.00%	399	81.43%	$45,216,650.00	$79,343,450.00	$107,042,690.00	$84,047,426.00	194	186	120	93
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	411	83.88%	45	9.18%	7	1.43%	4	0.82%	2	0.41%	17	3.47%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



ROCKLEDGE

Hazard Profile

The City of Rockledge is located in the central mainland section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Rockledge, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

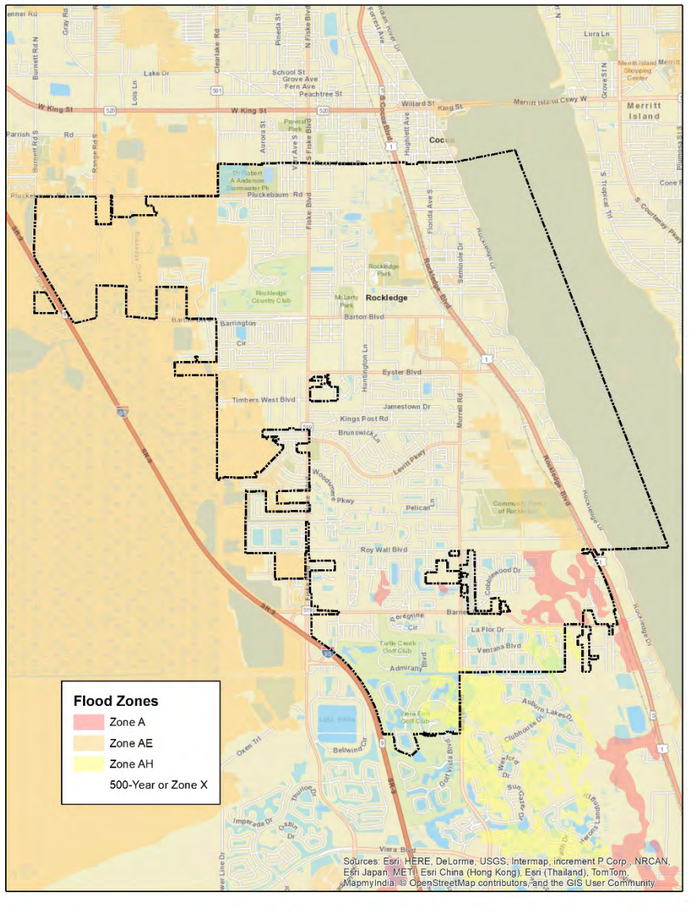
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | ROCKLEDGE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	320	2.61%	293	2.39%	$16,648,320.00	$56,469,650.00	$62,950,770.00	$49,715,287.00	50	226	217	48
Flood Zone AE	364	2.97%	229	1.87%	$36,708,040.00	$43,698,050.00	$68,477,430.00	$57,358,522.00	191	19	13	8
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	443	3.61%	403	3.29%	$9,432,160.00	$77,314,870.00	$73,377,670.00	$59,684,758.00	18	400	327	24
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	10,059	82.05%	9,282	75.72%	$451,050,040.00	$1,447,117,790.00	$1,583,557,540.00	$1,181,327,014.00	5,678	3,388	1,773	453

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	308	2.51%	4	0.03%	0	0.00%	2	0.02%	0	0.00%	6	0.05%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	313	2.55%	6	0.05%	1	0.01%	18	0.15%	2	0.02%	14	0.11%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	426	3.47%	3	0.02%	0	0.00%	0	0.00%	0	0.00%	2	0.02%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	8,894	72.55%	426	3.47%	11	0.09%	121	0.99%	37	0.30%	127	1.04%	8	0.07%	0	0.00%	9	0.07%

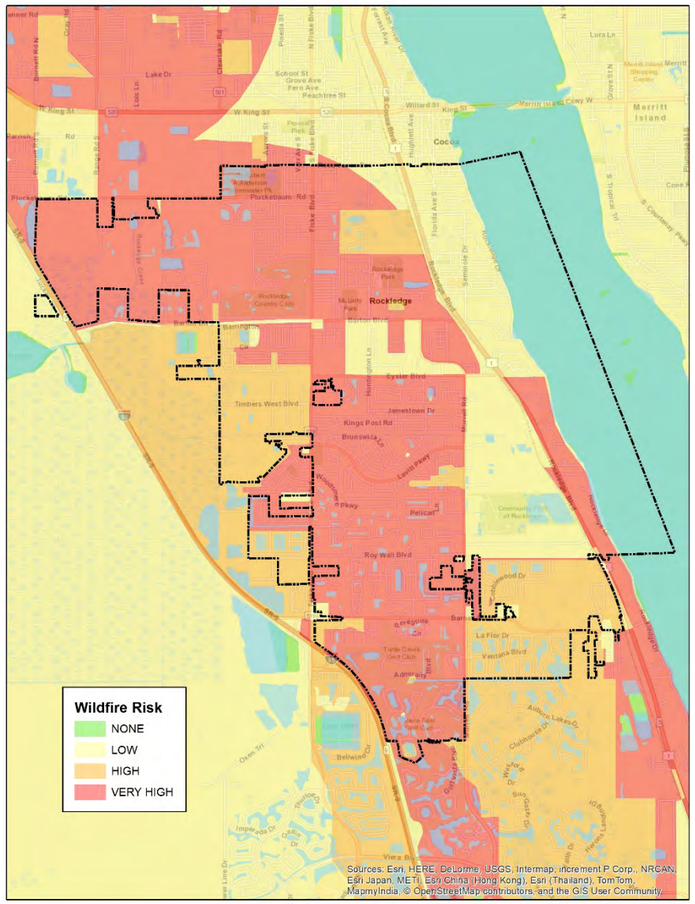


FIRE RISK PROFILE | ROCKLEDGE

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	123	1.00%	116	0.95%	$5,769,270.00	$16,512,410.00	$17,816,060.00	$13,760,690.00	113	1	1	0
Low Risk	1,333	10.87%	1,105	9.01%	$108,852,440.00	$252,219,630.00	$345,730,000.00	$285,680,617.00	915	137	82	13
High Risk	2,037	16.62%	1,779	14.51%	$90,758,600.00	$334,263,830.00	$350,675,920.00	$266,366,151.00	256	1,510	890	218
Very High Risk	8,766	71.51%	8,152	66.50%	$358,311,800.00	$1,153,820,460.00	$1,233,570,690.00	$904,448,154.00	5,346	2,622	1,488	346

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	120	0.98%	0	0.00%	0	0.00%	0	0.00%	1	0.01%	2	0.02%	0	0.00%	0	0.00%	0	0.00%
Low Risk	859	7.01%	225	1.84%	6	0.05%	158	1.29%	12	0.10%	60	0.49%	2	0.02%	0	0.00%	0	0.00%
High Risk	1,972	16.09%	27	0.22%	0	0.00%	7	0.06%	2	0.02%	23	0.19%	1	0.01%	0	0.00%	2	0.02%
Very High Risk	7,921	64.61%	223	1.82%	7	0.06%	39	0.32%	27	0.22%	90	0.73%	5	0.04%	0	0.00%	7	0.06%

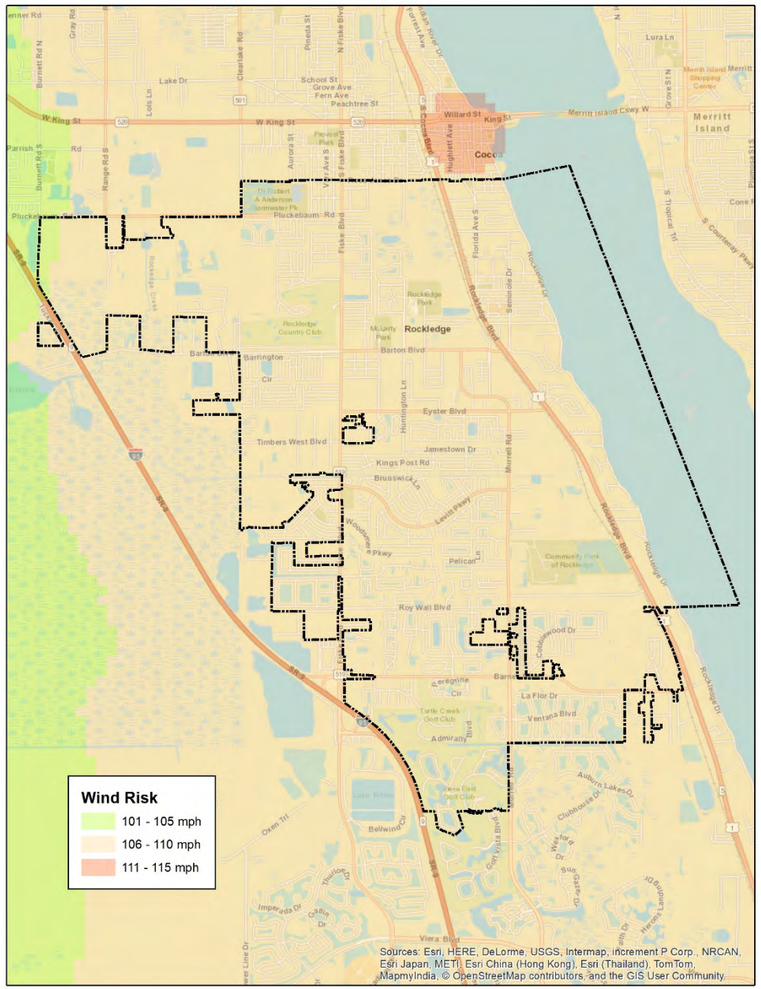


WIND RISK PROFILE | ROCKLEDGE

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	4	0.03%	0	0.00%	$341,340.00	$0.00	$341,340.00	$341,340.00	0	0	0	0
106-110 mph	12,255	99.97%	11,152	90.97%	$563,350,770.00	$1,756,816,330.00	$1,947,451,330.00	$1,469,914,272.00	6,630	4,270	2,461	577
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	4	0.03%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	10,868	88.65%	475	3.87%	13	0.11%	204	1.66%	42	0.34%	175	1.43%	8	0.07%	0	0.00%	9	0.07%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



SATELLITE BEACH

Hazard Profile

The City of Satellite Beach is located in the southeastern coastal section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Satellite Beach, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

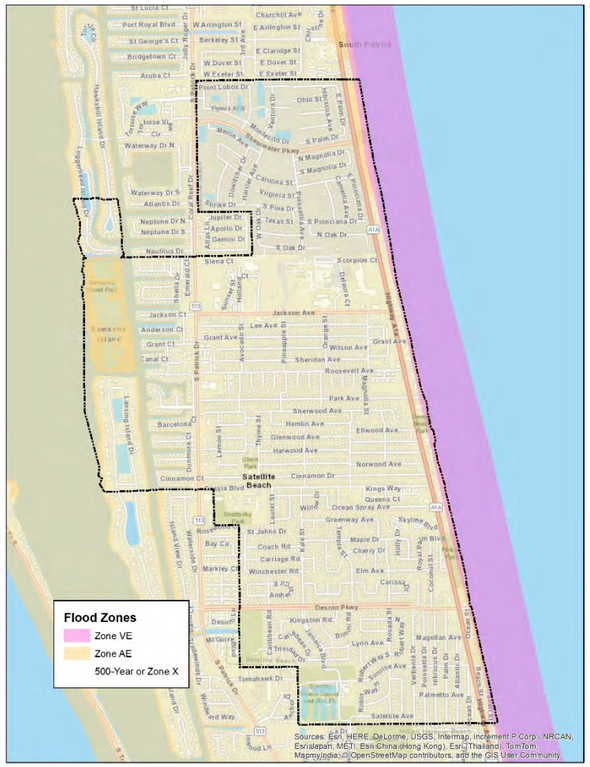
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | SATELLITE BEACH

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	163	3.13%	154	2.96%	$37,047,260.00	$39,631,610.00	$58,270,970.00	$48,966,370.00	146	9	4	3
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	587	11.29%	542	10.42%	$34,486,960.00	$176,892,080.00	$195,236,570.00	$162,444,164.00	453	109	50	2
Flood Zone X	4,405	84.70%	4,146	79.72%	$515,445,670.00	$710,207,170.00	$963,577,520.00	$726,193,195.00	3,319	792	588	155

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	160	3.08%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	0.04%	0	0.00%	0	0.00%	1	0.02%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	561	10.79%	2	0.04%	0	0.00%	0	0.00%	0	0.00%	20	0.38%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	4,160	79.98%	119	2.29%	7	0.13%	5	0.10%	6	0.12%	29	0.56%	0	0.00%	0	0.00%	0	0.00%

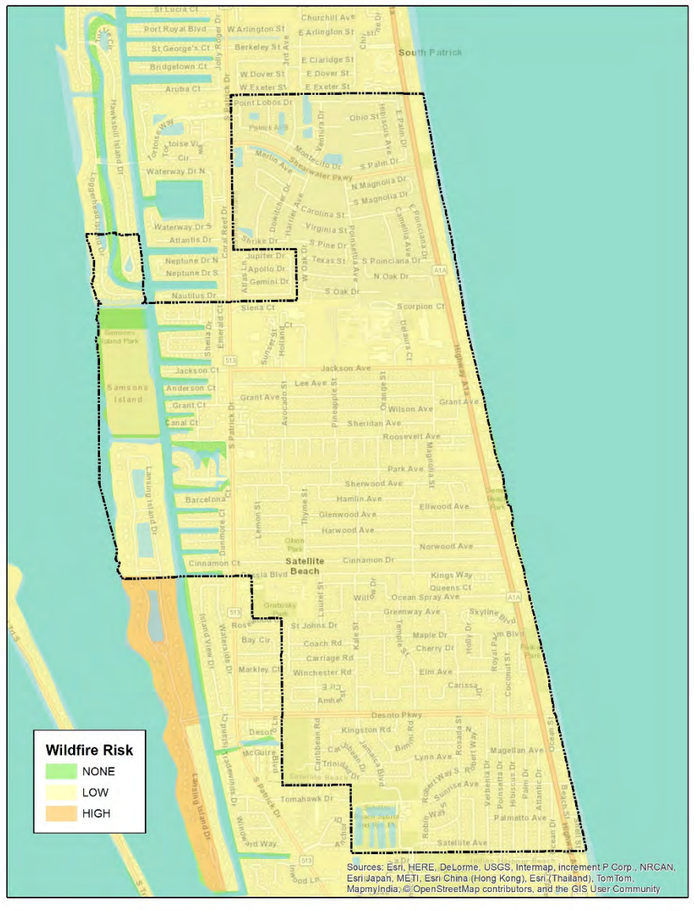


FIRE RISK PROFILE | SATELLITE BEACH

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	261	5.02%	243	4.67%	$49,079,540.00	$78,732,160.00	$101,677,650.00	$87,960,874.00	204	40	32	7
Low Risk	4,936	94.90%	4,638	89.18%	$546,494,550.00	$858,473,750.00	$1,128,927,650.00	$860,594,785.00	3,747	873	608	153
High Risk	4	0.08%	2	0.04%	$891,900.00	$1,741,610.00	$2,215,000.00	$2,115,000.00	0	2	2	0
Very High Risk	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	255	4.90%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	5	0.10%	0	0.00%	0	0.00%	1	0.02%
Low Risk	4,663	89.66%	122	2.35%	7	0.13%	5	0.10%	6	0.12%	48	0.92%	0	0.00%	0	0.00%	0	0.00%
High Risk	4	0.08%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

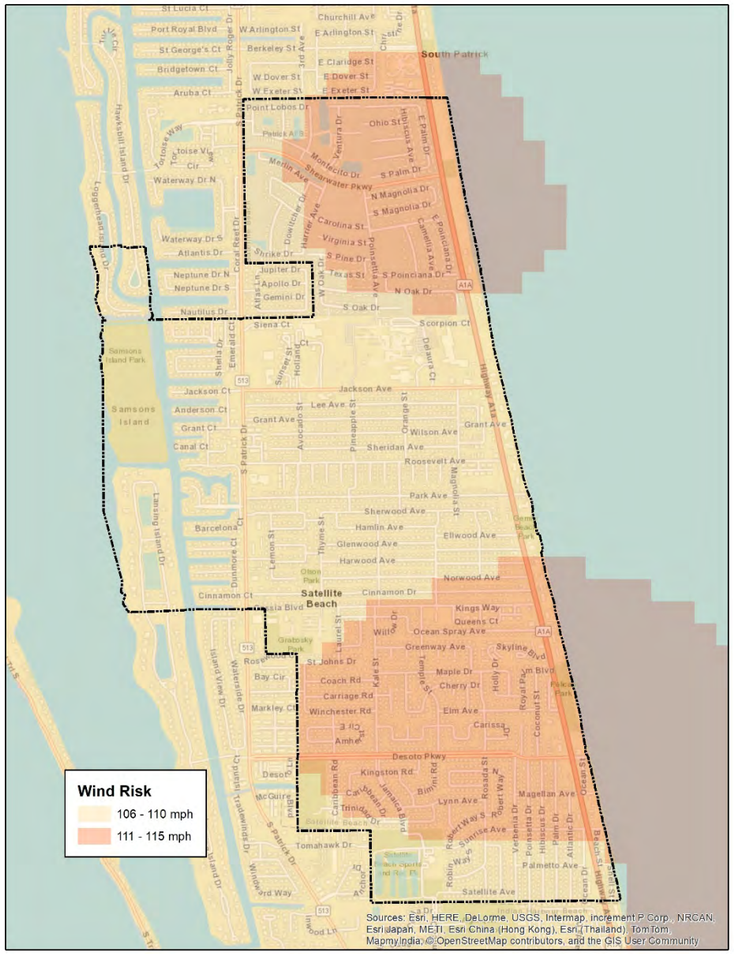


WIND RISK PROFILE | SATELLITE BEACH

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	3,003	57.74%	2,860	54.99%	$360,711,090.00	$597,416,090.00	$769,206,630.00	$594,119,288.00	2,270	588	394	53
111-115 mph	2,198	42.26%	2,023	38.90%	$235,754,900.00	$341,531,430.00	$463,613,670.00	$356,551,371.00	1,681	327	248	107

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	2,813	54.09%	92	1.77%	6	0.12%	5	0.10%	5	0.10%	33	0.63%	0	0.00%	0	0.00%	1	0.02%
111-115 mph	2,109	40.55%	30	0.58%	1	0.02%	0	0.00%	1	0.02%	20	0.38%	0	0.00%	0	0.00%	0	0.00%



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

TITUSVILLE

Hazard Profile

The City of Titusville is located in the northern mainland section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of Titusville, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

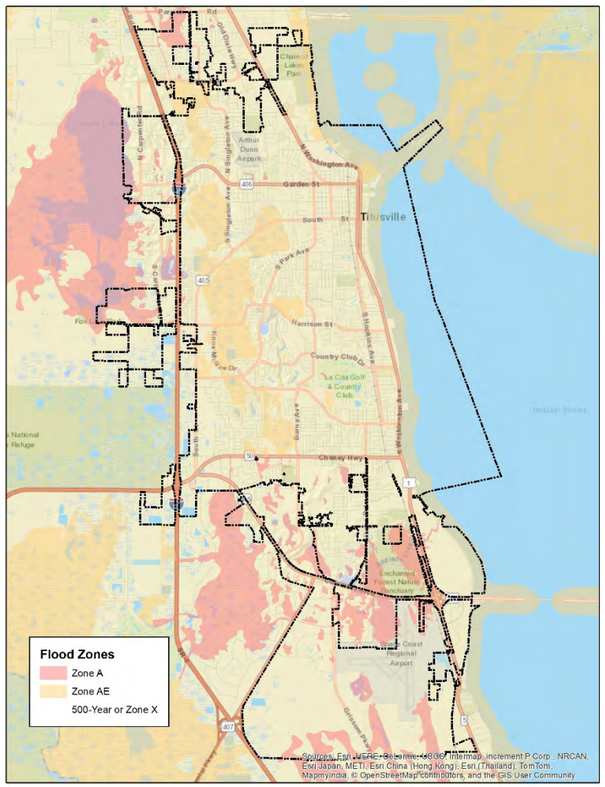
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | TITUSVILLE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	504	2.25%	348	1.55%	$57,578,010.00	$120,621,300.00	$179,852,800.00	$128,645,319.00	241	96	68	11
Flood Zone AE	1,791	7.99%	1,518	6.77%	$57,153,310.00	$296,100,420.00	$318,698,660.00	$183,608,169.00	1,019	478	426	26
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	19,138	85.34%	16,960	75.63%	$595,217,060.00	$1,892,125,380.00	$2,109,035,920.00	$1,482,034,643.00	13,783	2,994	2,339	556

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	383	1.71%	38	0.17%	0	0.00%	25	0.11%	4	0.02%	43	0.19%	5	0.02%	0	0.00%	0	0.00%
Flood Zone AE	1,667	7.43%	38	0.17%	2	0.01%	11	0.05%	8	0.04%	37	0.16%	0	0.00%	0	0.00%	4	0.02%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	17,371	77.46%	931	4.15%	55	0.25%	141	0.63%	83	0.37%	390	1.74%	5	0.02%	1	0.00%	9	0.04%

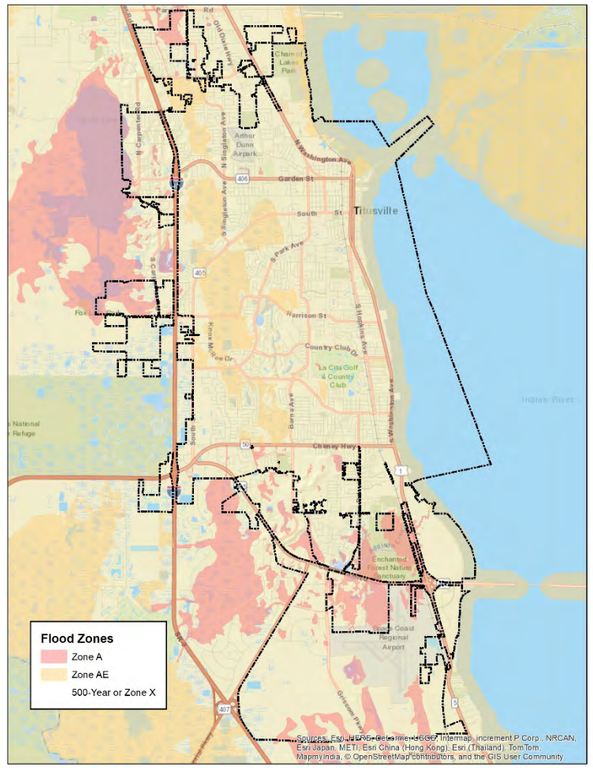


FIRE PROFILE | TITUSVILLE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	504	2.25%	348	1.55%	$57,578,010.00	$120,621,300.00	$179,852,800.00	$128,645,319.00	241	96	68	11
Flood Zone AE	1,791	7.99%	1,518	6.77%	$57,153,310.00	$296,100,420.00	$318,698,660.00	$183,608,169.00	1,019	478	426	26
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	19,138	85.34%	16,960	75.63%	$595,217,060.00	$1,892,125,380.00	$2,109,035,920.00	$1,482,034,643.00	13,783	2,994	2,339	556

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	383	1.71%	38	0.17%	0	0.00%	25	0.11%	4	0.02%	43	0.19%	5	0.02%	0	0.00%	0	0.00%
Flood Zone AE	1,667	7.43%	38	0.17%	2	0.01%	11	0.05%	8	0.04%	37	0.16%	0	0.00%	0	0.00%	4	0.02%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	17,371	77.46%	931	4.15%	55	0.25%	141	0.63%	83	0.37%	390	1.74%	5	0.02%	1	0.00%	9	0.04%

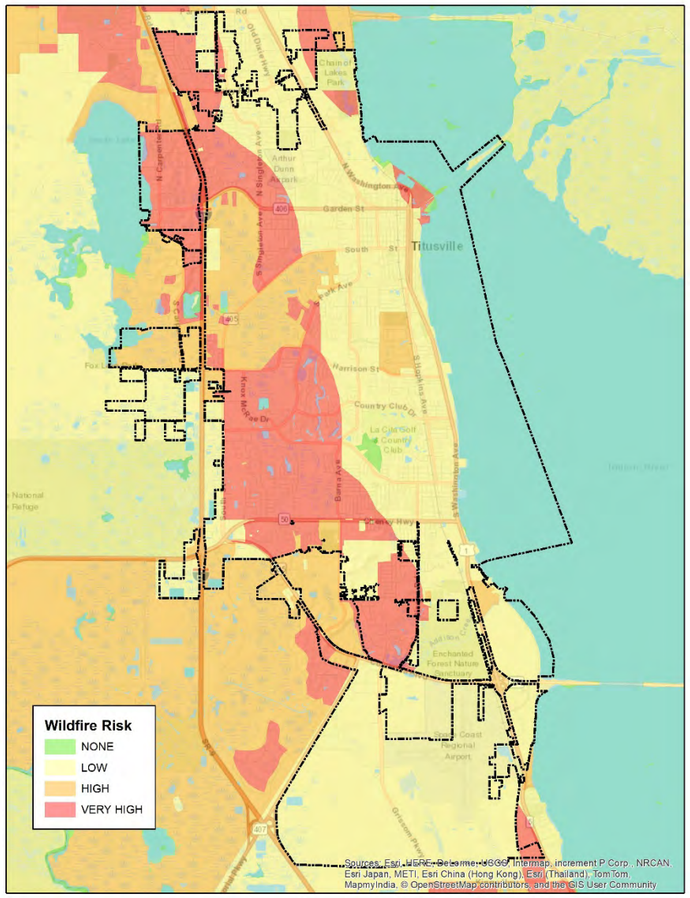


WIND RISK PROFILE | TITUSVILLE

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	309	1.38%	248	1.11%	$22,424,650.00	$139,282,190.00	$163,570,010.00	$66,890,910.00	150	104	71	2
Low Risk	10,966	48.90%	9,493	42.33%	$355,983,380.00	$1,084,559,280.00	$1,285,061,700.00	$948,460,720.00	8,261	1,094	852	283
High Risk	1,520	6.78%	1,134	5.06%	$54,077,060.00	$214,484,890.00	$237,549,380.00	$179,575,724.00	577	543	509	103
Very High Risk	9,630	42.94%	8,848	39.46%	$316,176,330.00	$1,011,538,960.00	$1,082,283,580.00	$723,929,516.00	6,646	2,126	1,667	208

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	256	1.14%	15	0.07%	1	0.00%	4	0.02%	2	0.01%	12	0.05%	3	0.01%	0	0.00%	1	0.00%
Low Risk	9,539	42.54%	830	3.70%	57	0.25%	159	0.71%	67	0.30%	233	1.04%	3	0.01%	1	0.00%	1	0.00%
High Risk	1,342	5.98%	50	0.22%	1	0.00%	5	0.02%	6	0.03%	68	0.30%	0	0.00%	0	0.00%	4	0.02%
Very High Risk	9,171	40.90%	159	0.71%	6	0.03%	23	0.10%	24	0.11%	184	0.82%	5	0.02%	0	0.00%	8	0.04%

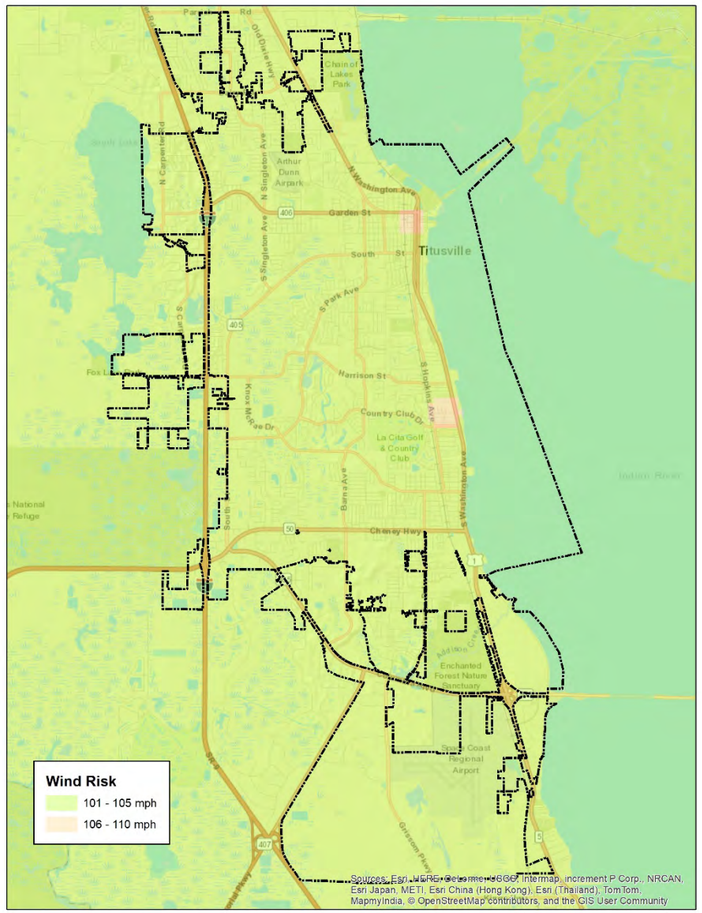


WIND RISK PROFILE | TITUSVILLE

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	22,185	98.93%	19,510	87.00%	$740,110,890.00	$2,427,514,410.00	$2,739,769,950.00	$1,895,435,814.00	15,434	3,861	3,098	596
106-110 mph	240	1.07%	213	0.95%	$8,550,530.00	$22,350,910.00	$28,694,720.00	$23,421,056.00	200	6	1	0
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	20,166	89.93%	979	4.37%	53	0.24%	188	0.84%	96	0.43%	494	2.20%	11	0.05%	1	0.00%	14	0.06%
106-110 mph	142	0.63%	75	0.33%	12	0.05%	3	0.01%	3	0.01%	3	0.01%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



WEST MELBOURNE

Hazard Profile

The City of West Melbourne is located in the southern section of Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the City of West Melbourne, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

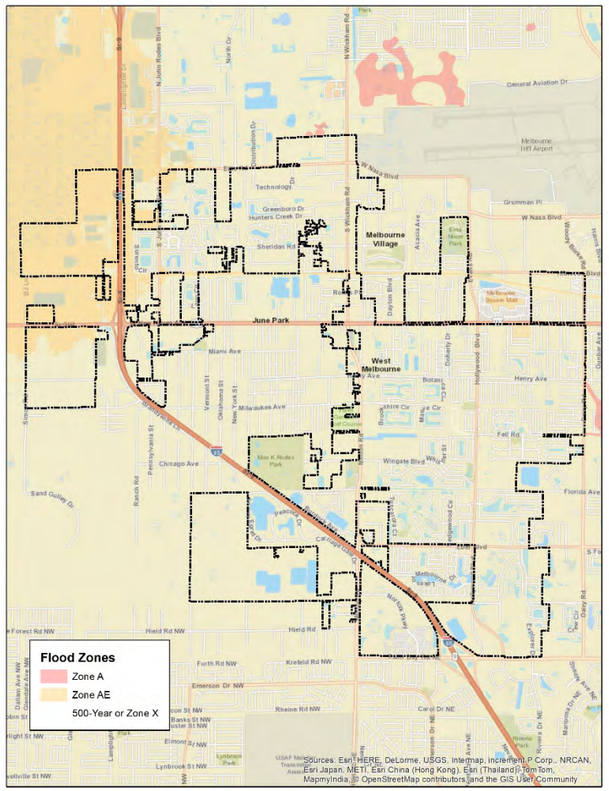
The map series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser generated climatic risk information for flooding, wildfire and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

FLOODPLAIN PROFILE | WEST MELBOURNE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	34	0.32%	21	0.20%	$2,823,350.00	$3,514,430.00	$4,635,720.00	$3,692,640.00	14	7	0	0
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	10,363	97.28%	8,968	84.18%	$650,300,610.00	$1,659,055,880.00	$2,029,751,720.00	$1,607,209,032.00	3,145	5,562	4,287	1,685

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	21	0.20%	1	0.01%	0	0.00%	9	0.08%	0	0.00%	2	0.02%	1	0.01%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	9,567	89.81%	382	3.59%	10	0.09%	198	1.86%	36	0.34%	145	1.36%	9	0.08%	0	0.00%	2	0.02%

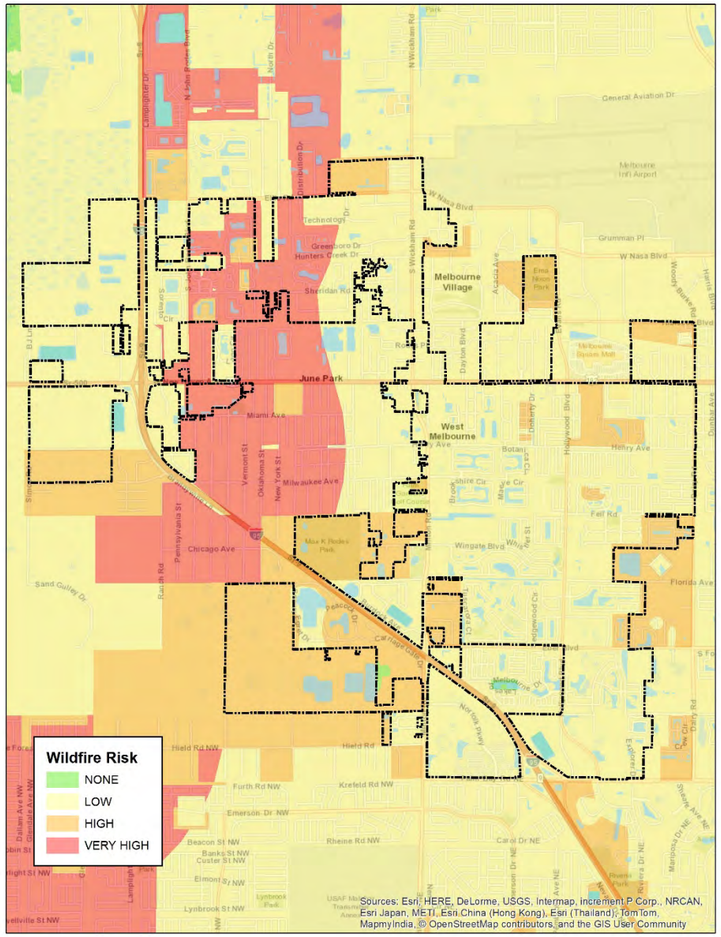


FIRE RISK PROFILE | WEST MELBOURNE

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	9	0.08%	5	0.05%	$8,470,200.00	$770,390.00	$6,100,960.00	$5,950,960.00	0	5	5	2
Low Risk	7,516	70.55%	6,602	61.97%	$499,157,640.00	$1,143,059,890.00	$1,439,458,750.00	$1,157,802,176.00	2,234	4,214	3,302	934
High Risk	2,009	18.86%	1,550	14.55%	$105,236,330.00	$356,853,000.00	$413,832,140.00	$301,363,326.00	317	1,163	971	744
Very High Risk	1,119	10.50%	1,051	9.87%	$58,823,980.00	$218,591,950.00	$237,575,340.00	$200,738,552.00	722	272	20	5

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	7	0.07%	1	0.01%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	0.01%	0	0.00%	0	0.00%
Low Risk	6,864	64.43%	324	3.04%	10	0.09%	155	1.45%	26	0.24%	117	1.10%	6	0.06%	0	0.00%	1	0.01%
High Risk	1,883	17.68%	37	0.35%	0	0.00%	43	0.40%	9	0.08%	31	0.29%	6	0.06%	0	0.00%	0	0.00%
Very High Risk	1,062	9.97%	26	0.24%	0	0.00%	20	0.19%	1	0.01%	8	0.08%	0	0.00%	0	0.00%	1	0.01%

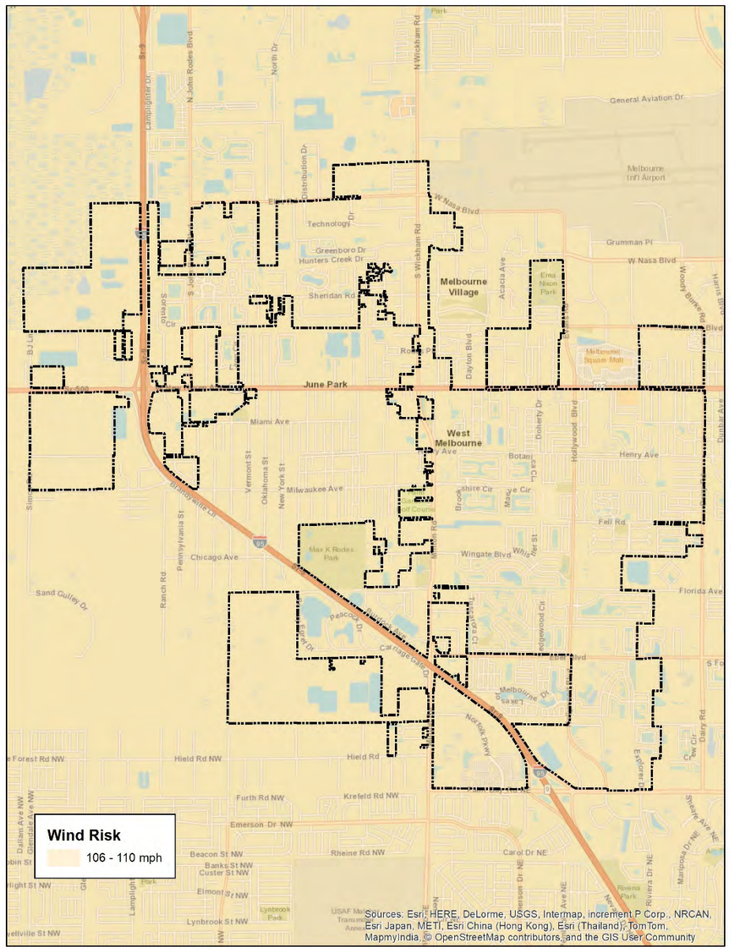


WIND RISK PROFILE | WEST MELBOURNE

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
106-110 mph	10,653	100.00%	9,208	86.44%	$671,688,150.00	$1,719,275,230.00	$2,096,967,190.00	$1,665,855,014.00	3,273	5,654	4,298	1,685
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	9,816	92.14%	388	3.64%	10	0.09%	218	2.05%	36	0.34%	156	1.46%	13	0.12%	0	0.00%	2	0.02%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%



BREVARD PUBLIC SCHOOLS

Hazard Profile

Brevard Public Schools are located countywide and are susceptible to a wide variety of climatic, technological and societal hazards. The top hazards for the Schools, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

The table series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser data to generate risk information for flooding, wildfire, and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction and countywide data.

BREVARD PUBLIC SCHOOLS | COUNTYWIDE

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	5	5.21%	5	5.21%	$1,940,880.00	$44,430,860.00	$33,795,800.00	$0.00	0	1	0	0
Flood Zone AE	7	7.29%	7	7.29%	$1,653,520.00	$44,262,890.00	$36,126,620.00	$0.00	2	1	1	0
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	1	1.04%	1	1.04%	$101,440.00	$8,777,130.00	$6,185,390.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	74	77.08%	70	72.92%	$41,992,690.00	$535,491,840.00	$445,376,180.00	$0.00	20	7	6	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	3	3.13%	3	3.13%	$7,923,980.00	$40,463,050.00	$42,756,030.00	$0.00	0	0	0	0
Low Risk	51	53.13%	48	50.00%	$29,886,870.00	$409,764,770.00	$342,795,000.00	$0.00	12	2	2	0
High Risk	8	8.33%	8	8.33%	$4,201,210.00	$84,744,990.00	$66,306,910.00	$0.00	2	2	1	0
Very High Risk	34	35.42%	33	34.38%	$10,706,190.00	$206,991,120.00	$162,308,510.00	$0.00	9	5	4	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Low Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	21	21.88%	21	21.88%	$5,810,770.00	$150,144,580.00	$118,123,340.00	$0.00	8	3	3	0
106-110 mph	69	71.88%	65	67.71%	$44,764,600.00	$564,968,480.00	$472,048,540.00	$0.00	14	6	4	0
111-115 mph	6	6.25%	6	6.25%	$2,142,880.00	$26,850,870.00	$23,994,570.00	$0.00	1	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

CANAVERAL PORT AUTHORITY

Hazard Profile

Port Canaveral is located in central coastal Brevard County and is susceptible to a wide variety of climatic, technological and societal hazards. The top hazards in the Port, as determined by an occurrence-based methodology that is run uniformly across all jurisdictions in Brevard County, are listed within the hazard analysis and vulnerability assessment within the body of this report.

The table series on the following three pages overlay this jurisdiction with HAZUS and Property Appraiser data to generate risk information for flooding, wildfire, and wind using Geographic Information Systems (ArcGIS). The tables alongside each map provide a summary of the financial values, building features, and future land use designations of all parcels within each zone. This information is based on best available jurisdiction data.

CANAVERAL PORT AUTHORITY | PORT CANAVERAL

Flood Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
Flood Zone A	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AE	22	15.28%	6	4.17%	$35,233,730.00	$23,052,410.00	$101,355,000.00	$1,348,830.00	2	2	1	0
Flood Zone AO	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone AH	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone VE	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0
Flood Zone X	62	43.06%	31	21.53%	$18,030,540.00	$47,363,950.00	$101,603,750.00	$43,340,220.00	17	8	6	5

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
Flood Zone A	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AO	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone AH	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone VE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Flood Zone X	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Fire Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
No Risk	36	25.00%	17	11.81%	$51,480,770.00	$36,001,900.00	$138,624,070.00	$13,088,140.00	6	5	1	0
Low Risk	101	70.14%	48	33.33%	$35,342,300.00	$49,892,940.00	$120,936,620.00	$61,442,870.00	25	11	8	4
High Risk	2	1.39%	0	0.00%	$19,010.00	$0.00	$19,010.00	$0.00	0	0	0	0
Very High Risk	5	3.47%	3	2.08%	$2,230,040.00	$11,386,030.00	$14,317,240.00	$2,768,870.00	1	1	1	1

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
No Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Low Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Very High Risk	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Wind Risk

Hazard Zone	Parcels in Zone	% in Zone	Parcels Built	% Built	Land Value	Building Value	Assessed Value	Taxable Value	Built Pre-1994	Built 1994-2001	Built 2002-2009	Built 2010-Present
101-105 mph	1	0.69%	1	0.69%	$556,260.00	$10,321,090.00	$11,602,050.00	$1,035,300.00	0	1	1	1
106-110 mph	143	99.31%	67	46.53%	$88,515,860.00	$86,959,780.00	$262,294,890.00	$76,264,580.00	32	16	9	4
111-115 mph	0	0.00%	0	0.00%	$0.00	$0.00	$0.00	$0.00	0	0	0	0

Hazard Zone	Residential	% Res	Comm/Office	% Comm/Office	Mixed Use	% Mixed Use	Industrial	% Industrial	Institutional	% Institutional	Public Domain	% Public Domain	Agriculture	% Agriculture	Recreation	% Recreation	Conservation	% Conservation
101-105 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106-110 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
111-115 mph	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

1.16 APPENDIX V

Many county and municipal departments, non-governmental agencies, and private sector organizations have programs, resources, and capabilities that will be invaluable in the implementation of the efforts to improve the disaster resilience of Florida's communities. Some programs may not have been designed for specific hazard mitigation purposes, but do result in the reduction of potential human or economic losses from disasters. For example, the protection of coastal areas and wetlands was originally mandated to preserve environmental resources and habitat, but it also has the effect of reducing vulnerable populations and property in the hurricane evacuation zones and flood prone areas.

The Brevard County Emergency Management on behalf of the Steering Committee is responsible for coordinating the review of all local jurisdictions, identifying all relevant programs and policies that have some impact on mitigation. To complete this task, Brevard County Emergency Management has conducted departmental interviews to identify mitigation programs and policies by jurisdiction. Typically, activities fall into the following general categories:

- Emergency Management – Planning, Training, Exercise, Response and Recovery
- Floodplain Management Programs – Preventive, Property Protection, Structural Projects
- Comprehensive Planning – Preventive Activities
- Emergency Services – Prevention and Outreach
- Law Enforcement and Security Issues
- Fire Prevention, Response and Safety
- Hazardous Material Prevention, Response, and Safety
- EMS, Health Care Risk Assessment, Security, Response
- Critical Facilities and Infrastructure Vulnerability Assessment and Protection
- Communications – Outreach, Warning, Education

County and municipal departments and agencies mechanisms/strategies and mitigation related policies and procedures are listed in this Appendix. The ability of each jurisdiction to take advantage of grant monies pre and post disaster gives them the ability to expand and improve upon their resources. Each dollar spent improves resiliency.

1.16.1 Mitigation-Related Strategies & Mechanisms by Jurisdiction

Unincorporated Brevard County

Board of County Commissioners
The Board of County Commissioners, as established by the County Charter, is elected by the citizens to serve as the policy making legislative body for Brevard County, Florida. The Commissioners hear and adopt the budget supporting capital improvements, hear comprehensive plan amendments as well as land development regulation changes. Each Commissioner provides responsive service to constituents through their five District Offices. The chairman of the Board is part of the Policy Group that makes up the governing body of the County when disasters are declared.

The Policy Group
The Policy Group is responsible for major, county-wide policy and planning decisions before, during and after disasters. This group consists of the following members or their designee: the County Commission Chairperson, County Manager, County Sheriff, County Attorney, Representative of Space Coast Public Management Association, the Superintendent of Brevard Public Schools, the County Director of Fire Rescue, and the Director of Emergency Management. The Policy Group will have available to it those persons who possess the knowledge, expertise and experience required to help formulate protective action, response, and recovery policy decisions and to review and approve strategic response plans for the specific disaster situation. They will also receive recommendations from the LMS Steering Committee on prioritized county-wide mitigation initiatives.

County Managers Office
The County Manager is the head of the executive branch of County Government, and is answerable to the Board of County Commissioners for the proper administration of all affairs of County Government not otherwise entrusted to an elected County officer. The Manager attends all regular and special meetings of the Board of County Commissioners and has the right to participate in its discussions. The County Manager is a member of the Policy Group.

Brevard County Sheriff's Office (BCSO)
The Brevard County Sheriff's Office mission is: **B**uilding community and professional partnerships, **C**ommitted to excellence and integrity, **S**triving to reduce crime, and **O**bjective, fair and equal treatment for all. BCSO duties include Administration Command, Dispatch, Criminal Investigation, Community Outreach, Animal, Agricultural and Marine, Jail Complex, Court and Staff Services. The Sheriff's Office is lead agency for the Emergency Support Function (ESF) 16 at the Brevard County Emergency Operations Center as required.

The BCSO Public Information Officer is responsible for composing and distributing news releases; handling media inquiries; coordinating and conducting press conferences; releasing public records in compliance with Florida Public Records Laws; coordinating community relations opportunities for the Sheriff's Office; and serves as part of ESF 14 when the EOC activates.

Emergency Management

This department has three divisions: Emergency Management Operations, Public Safety Radio Systems, and Enhanced 9-1-1 Administration/Address Assignment. Brevard County Emergency Management provides communication and coordination of emergency services before, during, and after a disaster.

Emergency Management (EM) Operations is responsible for a number of contingency and preparedness plans including the Local Mitigation Strategy, and provides education on how to prepare for and reduce the effects of disasters. In addition to working with the Florida Division of Emergency Management and other local emergency management agencies, EM coordinates emergency operations, shelter locations and staffing, annual compliance review on health care facilities' emergency plans, gathers information for fire and law enforcement use on hazardous chemicals, requests for post-disaster State and Federal help; and provides training and discussion-based and operations-based exercises.

Enhanced 9-1-1 Administration/Address Assignment's responsibilities include the technical and fiscal administration of the County E 9-1-1 system. They have oversight of training for 9-1-1 centers on use of various equipment, they evaluation new equipment, compile statistical reports, plan for future uses, and maintain an accurate E 9-1-1 database by working with address assignment and GIS.

Public Safety Radio Systems coordinates activities involving network vendors and contractors, maintenance of all aspects of the 800 MHz radio infrastructure, FCC licensing, radio equipment inventory, and performs most database functions of the Communications System Director. This radio system supports 67 county and local agencies, and provides communication interoperability with the State of Florida Law Enforcement Radio System (SLERS) and Florida Region 5.

Central Services

The services provided by the Central Services Office involving the procurement of goods and services and the accountability of assets are mandated by various federal, state, and local laws and rules to provide assurances to the public that County Government is upholding its fiduciary responsibilities in the use of public funds and tangible assets. The programs in this department include: Asset Management, Fleet, Facilities Construction/Maintenance, and Purchasing Services.

Purchasing Services staffs the ESF 7 (Purchasing) desk at the EOC when activated ensuring resources are procured and tracked to meet county needs. This department is also tasked with post-disaster clean-up and reconstruction of public facilities.

Fire Rescue

Fire Rescue's mission is to meet and exceed the needs of our community through the highest level of emergency response and prevention services. Fire Rescue includes: Operations, Fire Prevention, Emergency Medical Services, Dispatch, and Ocean Rescue. Brevard County Fire Rescue (BCFR) also strives to minimize loss of life and damage to property, providing a safe environment for the citizens and visitors of Brevard County. BCFR provides a professional workforce in a constant state of readiness for the mitigation of fire related incidents and for medical first responder needs. BCFR also informs and educates the public on fire prevention, emergency medical services, safety, and special event services. BCFR's Office of Fire Prevention mitigates disaster by performing fire and life safety inspections to businesses and homeowners, commercial lighting and fire systems plan review, and providing homeowner insurance information. BCFR accomplishments include improvements to communication systems, acquiring equipment for emergency response, and conducting staff training exercises.

Housing and Human Services

This department assists citizens in meeting their health, social and housing requirements via affordable housing programs, coordinating the commission on aging and community action boards, and administering community development block grants. They administer community corrections that assist transitions from jail back to the community. They also administer the Guardian ad Litem, Equal Accessibility, School Crossing Guard Training and Housing programs. The medical examiner's office and Veteran Services are also part of this department. If disaster is imminent, Housing and Human Services also takes the lead as ESF 6N "Special Needs" at the Emergency Operations Center.

Information Technology Department

The Brevard County Information Technology Department provides telecommunications support, computer system management and security, and software development support and services to County agencies in order to increase the efficiency of County personnel in meeting their obligations to the citizens of Brevard County.

Telecommunication Services provides a voice, data, and integrated communications network; and system administration. Client Services provides the computer help desk and technical services (customer support). Software Development provides for systems analysis and design as well as website development and maintenance.

Before, during, and after disasters, Information Technology staff provides support as Emergency Support Function (ESF) 2 – Communications, ensuring that web and communications systems are operational at the Emergency Operations Center.

Merritt Island Redevelopment Agency (MIRA)
MIRA implements the Merritt Island Redevelopment Plan as adopted and amended by the County Commission. The Plan sets forth the objectives of the redevelopment program and describes the Agency's purpose, authority, financial mechanisms and public improvement projects. The Merritt Island Redevelopment Area is bounded on the east by the Banana River, on the west by the Indian River, on the north by Lucas Road and on the south by Fortenberry Avenue. The Merritt Island Redevelopment Area is located in District 2 of Brevard County. This agency would also play a role in post-disaster redevelopment activities of Merritt Island.

Natural Resources Management Department
The Natural Resources Management Department is composed of four specialized sections: Environmental Resources Management, Environmental Remediation and Compliance, Watershed Management and Boating and Waterways.

Environmental Resources Management provides responsible guidance and professional administration of county environmental ordinances; and efficient management of Brevard County's government-owned lands. Environmental Resources Management performs the responsibilities of the former Environmental Management and Environmental Permitting sections.

Environmental Remediation and Compliance protects and restores Brevard County's groundwater and drinking water sources through proper management and disposal of hazardous materials, hazardous waste and petroleum products.

The Watershed Management Section is comprised of a Stormwater Utility Program that designs, constructs, monitors, operates, and maintains stormwater infrastructure to reduce flooding and improve water quality and a Beach Management Program that administers several beach restoration projects that place beach quality sand and native dune vegetation along the Atlantic shoreline to protect upland property and maintain healthy beaches for residents, tourists and wildlife.

Brevard County's Boating and Waterways Program works to align the needs and resources of the County's extensive waterways. The Program ensures the safety and enjoyment of the general public and is working to maintain a balance between the environmental, recreational, and commercial needs of the region, now and into the future.

They support emergency operations as part of ESF 3 (Public Works), 12(Utilities), and 19 (Damage Assessment).

Parks & Recreation Department
Located on Florida's Space Coast, the mission of the Brevard County Parks and Recreation Department is to enhance the quality of life by providing many types and levels of service that reflect the interest and values of citizens and visitors.
Of the many parks and facilities available throughout the county, those that the Department manages include 108 parks, 3 campgrounds, 3 golf courses, 6 nature centers, 42 beach access sites, 13 school athletic sites, and more than 17,000 acres of Environmentally Endangered Lands sanctuaries and conservation areas. The Parks and Recreation Department's website offers residents and visitors a place to discover the unique features and recreational opportunities available throughout our parks.

Land management activities on these areas serve to mitigate fire and flooding. Parks and recreation community centers also serve as shelters and multi-agency coordination centers during disasters.

Planning and Development
The Planning & Development Department is responsible for administering & ensuring compliance with Brevard County's Comprehensive Plan and Land Development Regulations. The department is made up of Building Code, Code Enforcement, Contractor Licensing Regulation & Enforcement, Impact Fees, Land Development (Subdivision & Site Plan), Planning and Zoning, all of which have key roles in shaping & defining our neighborhoods & community. Brevard County's Comprehensive Plan describes the County's vision of itself in the future and translates that vision into policies, programs, and public investments. The Comprehensive Plan is comprised of 15 elements, or chapters, that address the full range of topics affecting physical development of the County. Together, these elements shape the County's growth in a socially, economically and environmentally sustainable way.

This department also is lead for the ESF 5 (Planning) and ESF 19 (Damage Assessment) when there is a full activation of the Emergency Operations Center.

Public Works Department
The Public Works Department is made up of the following programs:

- Public Works Administration/Finance – Administers the design and construction of transportation improvement projects funded through gas tax and locally collected impact fees. The Municipal Service Benefit Unit (MSBU) and Special Assessments area provides residents with a funding mechanism for specific

infrastructure improvements including road resurfacing, water, and sanitary sewer line installation. The Customer Service area provides citizen support and referrals as well as, staff support for all programs within Public Works.

- Road and Bridge Maintenance – Administers the maintenance of all County roadways, drainage structures, ditches and canals, and the design, installation, and maintenance of landscaping projects on County roads and facilities.
- Engineering – Permits and inspects improvements in the County right-of-way and provides inspection on County transportation projects.
- Traffic Operations – Oversees all signage, signalization, and striping.
- Survey and Mapping – Consists of surveying services, vacating, rights-of-way use agreements, and map reproduction.

Public works also administers the CRS program helping to mitigate flooding and repetitive losses throughout the county. Before, during, and after disaster, Public Works also serves as the ESF 3 function in the Emergency Operations Center (EOC) and provides field operations staff to address infrastructure issues.

Solid Waste Management Department

The Solid Waste Management Department is charged with protecting the public health by providing an efficient and environmentally sound Solid Waste Management System for Brevard County's residents. Solid Waste Facilities consist of two landfills (Central Disposal Facility in Cocoa and Sarno Landfill in Melbourne). Two transfer stations (Sarno and Titusville). The Mockingbird Mulching Facility and Household Hazardous Waste Collection Centers located at the Central Disposal Facility, Sarno Landfill and Mockingbird Mulching Facility.

Solid Waste is also part of the ESF 12 Utilities group when disaster strikes, and serves to monitor post-disaster debris pick-up, storage, and disposal.

Space Coast Government Television/Communications Office

The SCGTV/Communications Office is committed to providing Brevard County residents with better access to local county government information through a variety of communication tools. This Office operates Space Coast Government Television, a 24-hour, 7 days/week government-access cable television channel; writes and sends press releases to media and citizens; coordinates media interviews for County departments; oversees website design and content; and maintain the County’s social media presence on Facebook and Twitter. The Office’s goal is to keep residents informed about government actions, programs and services.

The Office Director also serves as lead Public Information Officer when the EOC activates and coordinates the agencies who serve as part of the Emergency Support Function 14.

Transit Services Department
Space Coast Area Transit is one of Brevard's main economic engines. Whether it is getting employees to work, helping transport tourists on AIA, getting students to college, reducing medical costs through Paratransit service, or operating one of the largest commuter vanpool programs in the nation.

Space Coast Area Transit operates specialized services to meet the needs of individuals who are unable to use fixed route service. These specialized services include Volunteers in Motion, Paratransit and ADA Paratransit services, as well as contracted routes.

Space Coast Area Transit oversees the ESF 1, Transportation, for Brevard County Emergency Management. Space Coast Area Transit coordinates with other emergency support functions such as public works, law enforcement, the Red Cross, School Board, and Health Department, providing support such as transportation for crews and supplies like tarps, food and emergency equipment. When required, Space Coast Area Transit also functions as an emergency responder. After the "all clear" is given by the Emergency Operations Center, Space Coast Area Transit returns special needs citizens to their homes. An immediate effort to restore public transportation services begins. An inventory of facilities, equipment and employees is taken to determine the initial capacity of service to be implemented. Each route is driven to monitor the status of debris, traffic light outages and other restrictions. The number one priority is providing paratransit services to dialysis centers and other life sustaining transportation needs, followed by resuming bus, trolley and contracted services to insure mobility is restored to all Brevard County residents.

Transportation Planning Office
The Space Coast Transportation Planning Organization (SCTPO) develops comprehensive Transportation Plans for Brevard County. State and federal funding allocations for Transportation Projects are determined through the SCTPO's continuous planning process. A core function of the SCTPO is providing Community Information to encourage public participation in transportation planning. During the planning process the SCTPO includes items in projects that mitigate disaster impacts and encourage safety.

University of Florida/Brevard County Extension Service
The University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension in Brevard County is a partnership between UF/IFAS, the United States Department of Agriculture (USDA), and Brevard County government. The UF Brevard County Extension Service provides educational programs based on the latest research and technology. Outreach efforts by Extension Service staff educate the public on water quality and quantity, crop and livestock health, financial management, injury prevention and marine sciences.

The UF Brevard County Extension Service is part of the Emergency Support Function 17, Animal Issues, and is a liaison to the State Animal Response Team.

Utility Services Department
Brevard County Utility Services Department operates six wastewater treatment plants and three drinking water plants, providing quality drinking water, reclaimed irrigation water, and wastewater services throughout Brevard County. As an enterprise operation, the Utility is funded entirely from customer user fees.

In addition to water and sewer service, Brevard County Utility Services is continually expanding a separate reclaimed water system which provides water for irrigating lawns and landscaping. This water, reclaimed by wastewater treatment plants rather than drawn from the ground, is distributed to homes, parks, fields, farms and golf courses around the County. This aids in a more sustainable water supply for the county.

Utilities is an Emergency Support Function (12) when the EOC activates before, during and after disaster strikes ensuring the systems they are responsible for are repaired and improved where possible.

Cape Canaveral

Public Works Services Department
The Public Works Services Department is responsible for maintaining infrastructure throughout the City including operation of the wastewater treatment plant, maintaining the sanitary sewer system (lines and lift stations), maintaining roadways, sidewalks and pedways, and maintaining the stormwater system. This Department is also responsible for hurricane preparedness and post-storm disaster operations, and selected staff members are a part of the City's Disaster Response Teams. The main building at the wastewater treatment plant was recently "hardened" and will serve as one of the City's two Emergency Operations Centers for post-storm disaster operations.

Community Development Department
The Community Development Department includes the Building, Code Enforcement and Planning and Zoning Divisions. The primary responsibility of this Department is to ensure that development and redevelopment projects are consistent with the City's Code of Ordinances, the Comprehensive Plan and Land Development Regulations. In addition, the City has adopted the latest Flood Zone Maps and updates to the Florida Building Code. This Department also oversees the activities of the Community Redevelopment Agency and Brownfields Redevelopment Program.

Leisure Services Department

This Department promotes the establishment and good stewardship of public parks and recreational areas. Selected public parks have been identified and approved by Florida Department of Environmental Protection as debris storage areas during post-storm disaster operations. This Department is responsible for post-storm disaster operations at the City's public parks.

Fire Department
Cape Canaveral contracts annually with the Cape Canaveral Volunteer Fire Department for fire-fighting, rescue, advanced life support and fire inspection services. This Department provides the same services to the Canaveral Port Authority and the unincorporated area of Avon-by-the-Sea. As of 2015, the City completed the construction of a new $2 million Fire Station which will also serve as one of the City's two Emergency Operations Centers for post-storm disaster operations. The Fire Department works closely with County, State and Federal disaster relief organizations to meet the needs of residents during post-storm recovery operations.

Police Department
Cape Canaveral contracts annually with the Brevard County Sheriff's Office (BCSO) to provide police protection services. BCSO also provides the same services to the Canaveral Port Authority and the unincorporated area of Avon-by-the-Sea. The Cape Canaveral Precinct is supervised by a Precinct Major and utilizes community policing techniques to remain in close contact with businesses and residents. BCSO also provides supervision and equipment during post-storm disaster operations to ensure the safety and well-being of City residents.

Cocoa

Building Department
The City of Cocoa's Building Official acts as the Floodplain Administrator and ensures all development and redevelopment projects meet the new floodplain standards. All proposed development projects are reviewed for consistency with the City's adopted Comprehensive Plan, Land Development Regulations, the Florida Building Code and the Fire Prevention Code.

Fire Department
The Department is committed to responding to community needs by providing for the protection of life and property through innovative Emergency Medical Care, Fire Suppression, and Hazard Mitigation Services. All three fire stations are licensed in advanced life support and are staffed by paramedics. Fire Department personnel also aid in community disaster relief. This Department is charged with evaluating and updating the City's Emergency Management Plan. The Fire Department also works

closely with the Brevard County Emergency Management personnel regarding hurricane preparation and other potential emergency conditions.

Police Department
All law enforcement professionals are dedicated to providing modern, efficient police services. The Department is committed to provide a safe and secure environment for every person in the City by controlling crime, reducing the fear of victimization, and maintaining a visible presence. The Department is also responsible for coordinating evacuation procedures during times of emergencies or natural disasters. In addition, the Police Department provides supervision and direction during post-recovery periods (including re-entry into the City after a storm).

Utilities Department
The Utilities Department is responsible for providing potable drinking water, wastewater treatment, and reclaimed water for properties within the City's service areas. The water service area includes approximately 88,000 customers both within the City of Cocoa and outside of the municipal limits.

Public Works
The Public Works Department maintains all City owned roadways and drainage facilities. Such infrastructure includes storm water conveyance and flood control structures as well as all City owned roadways. This Department also plays an important role regarding hurricane preparedness and post-storm recovery.

Cocoa Beach

Development Services Department
The Planning Department and Development Services Director are responsible for reviewing site plans, subdivisions and business tax receipts. The City reviews development requests for consistency with the Comprehensive Plan and Land Development Codes.

Building Department
The Building Department and Building Official are responsible for reviewing building permits and floodplain compliance. The City has adopted the Florida Building Code.

Fire Department
The Fire Marshall conducts annual fire compliance inspections of non-residential establishments. Fire Department provides fire and medical emergency response services for the City.
Police Department

The City's Police Department consists of 36 sworn officers. The department is responsible for public safety, and plays a primary role in hurricane evacuation and post disaster operations through implementation of a comprehensive emergency management system designed to preserve life, minimize damage, and ensure an efficient law enforcement response.

Utilities Department

The Utilities Department is responsible for operating and maintaining the integrity of the wastewater treatment plant, sanitary sewer collection system and effluent disposal system. The Department is also responsible for hurricane preparedness and post-storm operations related to the wastewater plant, collection system lines and lift stations. The Department Director or his designee would be part of the City's Disaster Response Team.

Public Works

Public Works Administration accomplishes its mission by providing strategic planning, financial and budget management, resource coordination, guidance and leadership to seven divisions including: Streets, Stormwater, Grounds, Facility Maintenance, Capital Projects, Leisure Services, and Solid Waste Collection. While each division has its own unique support functions, all divisions work together as a team and share resources to accomplish the overall mission of the department. The Public Works Administration also has the responsibility for hurricane preparedness, pre-storm preparations, and post event clean-up. These responsibilities include clearing the public drainage easements, collecting trash that could become airborne, and preparing city facilities. In the event of a disaster each item under this department's purview would be repaired and/or improved, as funding allows, mitigating future events.

Grant-Valkaria

The town has completed a five-year Capital Improvement Plan, a Stormwater Master Plan, and is now in the review stage of the Land Development Codes and will be addressing issues relating to drainage and flood prevention, construction in flood prone areas and designing for fire prevention. Once town specific Land Development Regulations are adopted more reduction in overall vulnerability is expected.

Indialantic

In 2013, the Town's Land Development Code was updated by ordinance to meet current floodplain regulations which are constituted in a new Chapter of the Code (i.e. Chapter 6.5 Floodplain Management). The Capital Improvement Element of the Town's Comprehensive Plan includes an annual allocation of $50,000 for storm drainage improvements through FY-18. The Town purchased, in FY-15, a replacement

emergency generator for the Town Hall for $62,000. The Town is developing plans to construct stormwater retention areas in locations both north and south of US-192.

Indian Harbour Beach

Building Department
The Building Department and Building Official are supported by a City Planning Consultant. The department is responsible for reviewing site plans, subdivisions and building permits. The City has adopted and continues to adopt updates to support the various codes including the Florida Building Code. It, also, reviews development requests as they relate to consistency with the Zoning Ordinance and the Comprehensive Plan. The Building Official enforces the Floodplain Management regulations and works with the Fire Marshall with respect to Fire Prevention and plan review.

Public Works Department
The Public Works Department maintains the City's infrastructure which includes local streets as well as drainage. This department has the prime responsibility in the National Pollutant Discharge Elimination System (NPDES) program. This department assists the Police Department during emergency operations. It has a major responsibility in hurricane preparedness and post-storm recovery operations.

Fire Department
The City has a Volunteer Fire Department which consists of 30 volunteers. The department operates out the City's one fire station. The City's Insurance Service Office (ISO) rating is three and the Fire Department's rating is four. The department has two engines and a 75 foot ladder truck. The Fire Department answers, on average, 110 calls per year. It is on standby during emergency situations and assists with hurricane evacuation and post-disaster operations.

Police Department
The City's Police department consists of 19 sworn officers. The department is responsible for public safety, and it plays a primary role in hurricane evacuation and post disaster operations. This includes re-entry to the City after a disaster. One of the purposes of the Department is to reduce the vulnerability of residents and the City to loss of life and injury including damage to or loss of property.

Malabar

Building Department
The Building Department is responsible for reviewing site plans, subdivisions and building permits. The Town has adopted and continues to adopt updates to support the various codes including the Florida Building Code. It, also, reviews development

requests as they relate to consistency with the Zoning and the Comprehensive Plan. The Building Official also enforces the Floodplain Management regulations.

Fire Department
Malabar Fire Rescue provides emergency services to the resident of Malabar Florida. This Department is on standby during emergency situations and assists with hurricane evacuation and post-disaster operations.

Public Works Department
The Public Works Department provides a variety of services to the residents of Malabar including: vehicle and equipment maintenance, building maintenance, road and sign maintenance, and parks and grounds maintenance. The Department repairs and performs preventative maintenance and modifications to all Town structures, cleans and repairs all storm drain inlets, cleans storm drain swales, maintains Town streets, replaces damaged signs, and installs new signs as required.

Melbourne

Community Development Department
The Community Development Department processes all applications for annexations, comprehensive plan amendments, rezonings, subdivision plats, conditional uses, and formal site plans. The Community Development Department is responsible for ensuring that the Comprehensive Plan meets all statutory requirements including coastal management components such as the designation of coastal high hazard areas principles for hazard mitigation and addressing coastal flooding events. This Department is also charged with ensuring that all development and redevelopment is consistent with the City's Comprehensive Plan and Land Development Regulations.

Public Works and Utilities Department
The Public Works and Utilities Department is responsible for providing potable drinking water, wastewater treatment, and reclaimed water for properties within the City's service areas. The water service area includes approximately 170,000 customers both within the City of Melbourne and outside of the municipal limits. The City's wastewater system serves approximately 80,000 customers. The City also maintains 25 miles of reclaimed water lines. This Department maintains all City owned roadways and drainage facilities. Such infrastructure includes storm water conveyance and flood control structures as well as all City owned roadways. This Department also plays an important role regarding hurricane preparedness and post-storm recovery.

Engineering Department
The Engineering Department coordinates the City's NPDES permits with the Florida Department of Environmental Protection. This Department also administers the City's Stormwater Utility. The City of Melbourne's Stormwater Utility was established in 1999

to address localized flooding as well as environmental issues related to stormwater runoff. The City of Melbourne uses these funds to construct flood prevention projects, as well as stormwater treatment systems that clean polluted stormwater before it can enter Melbourne's waterways.

Police Department
The Melbourne Police Department has over 265 law enforcement professionals who are dedicated to providing modern, efficient police services. The Department is committed to provide a safe and secure environment for every person in the City by controlling crime, reducing the fear of victimization, and maintaining a visible presence. The Marine Patrol provides emergency services to residents and visitors on public waterways. The Department is also responsible for coordinating evacuation procedures during times of emergencies or natural disasters. In addition, the Police Department provides supervision and direction during post-recovery periods (including re-entry into the City after a storm).

Fire Department
The Department is committed to responding to community needs by providing for the protection of life and property through innovative Emergency Medical Care, Fire Suppression, and Hazard Mitigation Services. All eight fire stations are licensed in advanced life support and are staffed by paramedics. Fire Department personnel also aid in community disaster relief. This Department is charged with the evaluating and updating of the City's Emergency Management Plan. The Fire Department also works closely with the Brevard County Emergency Management personnel regarding hurricane preparation and other potential emergency conditions. The Code Compliance Division is responsible for public education, building inspections, and fire investigations.

Code Compliance Division
The Code Compliance Division reviews building permit applications for new structures, demolition of existing structures, as well as renovations and additions to existing buildings. All development permit applications are reviewed by the Code Compliance Division for compliance with National Flood Insurance Program requirements as well as all local Code regulations. The Code Compliance Division serves as the storehouse for Flood Maps, Elevation Certificates, and other related documents. The Community Rating System Coordinator position is also located within this department.

Melbourne Beach

Public Works
The Public Works Department provides a variety of service to the residents of Melbourne Beach. The Department provides four specific types of services: vehicle and equipment maintenance, building maintenance, road and sign maintenance, and parks

and grounds maintenance. The Department repairs and performs preventative maintenance and modifications to all Town structures, cleans and repairs all storm drain inlets, cleans storm drain swales, maintains 16 miles of Town streets, replaces damaged signs, and installs new signs as required. The Public Works Department also maintains all of the Town parks and implements beautification and mitigation projects. Recent stormwater mitigation projects have reduced the potential for future repetitive loss to only two areas. Current stormwater projects have alleviated flooding problem areas. Public Works employees are now required to complete NPDES training to help recognize areas that can be improved upon.

Building Department

The Building Official is designated by the Town Manager and charged with the administration, interpretation and enforcement of the building code, flood control, coastal construction, coastal setback regulation, landscaping and trees, environmentally sensitive lands and concurrency, as set forth in the Land Development Code. New construction project guidelines regarding swales, stormwater run-off, and storm drain protection have been updated and appropriate permitting staff trained and certified.

Zoning Department

The Zoning Official is designated by the Town Manager and charged with the administration, interpretation, and enforcement of general code administration, comprehensive planning, subdivision regulation, zoning regulation, takings, vested rights, and due process, all as set forth in the Land Development Code. Future land use plans do not include any increase in density, or lot coverage. A local floodplain ordinance has been established along with webpage updates to include floodplain topics. The Town of Melbourne Beach has also joined the CRS as of 2015 and hired a permanent Floodplain Administrator. The Town's emergency management plans are also being updated.

Volunteer Fire Department

The City has a Volunteer Fire Department which consists of 30 volunteers. The department operates out the City's one fire station. The Fire Department's ISO rating is 4. The department has 2 engines, a 4WD mini-pumper equipped with a 10,000 pound winch, a 12-foot RHIB rescue boat, a 19' Carolina skiff rescue boat with full radio and light packages, and a 4X4 ATV. Above and beyond regular firefighting, the Fire Department aggressively trains to U.S. Coast Guard standards for Search and Rescue in marine environments (ocean and inter-coastal waterway). The Fire Department answers, on average, 110 calls per year. It is on standby during emergency situations, is part of the Beach Strike Team for urban interface fires, and assists with hurricane evacuation and post-disaster operations. Fire prevention efforts include education of local students via annual visits to area schools. The Fire Department mitigates disaster

by performing fire and life safety inspections to businesses and homeowners and fire systems plan review, and providing homeowner insurance information. The Fire Department accomplishments include improvements to communication systems, acquiring equipment for emergency response, and conducting staff training and exercises.

Police Department
The prime function of the Melbourne Beach Police Department is the preservation of peace and order, the prevention and detection of crime, the apprehension of offenders, the protection of persons and property under the laws of the State of Florida, the ordinances of the Town of Melbourne Beach, and the performance of a multitude of tasks relating to public welfare and safety. The department also plays a role in hurricane evacuation and post-disaster operations. This includes re-entry to the City after a disaster. The Department is also updating radio systems to improve mutual aid and other emergency communications.

Melbourne Village

Three departments serve the town with paid employees: Administration, Public Works, and Police. Even though the municipality is small, having its own police force enables the town to provide 24/7 coverage with fast response times, as well as community policing activities. All other activities are handled by various volunteer committees.

Permits and Inspections Committee
This committee is responsible for reviewing applications for permits, issue permits, works with the building official.

Town Review Board (TRB)
The Committee is designed to maintain those features of residential neighborhoods specifically identified by Town residents and the Town Commission as core community values.

Beautification Committee
The committee report on methods, concepts, and specific plans to improve the general appearance of the planting and landscaping of public property in Melbourne Village.

Neighboring Relations Committee – Reference Resolution 2011-03
This committee reports on issues, development, regulations, and problems arising from neighboring municipalities, the County, and other agencies abutting or of near impact on the Town of Melbourne Village.

Finance Committee

This committee is also responsible for submitting a proposed annual budget to the commission for consideration.

Planning and Zoning/LPA (P&Z)
This committee conducts the comprehensive planning program and prepares the comprehensive plan or elements or portions thereof for the Town of Melbourne Village.

Historical Preservation Commission (HPC)
The HPC conducts an ongoing educational program on historic sites and important events and personalities related to Melbourne Village.

Board of Adjustments (BOA)
The board of adjustment Hear and decide applications for such special exceptions hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination.

Code Enforcement
This committee is designed to enforce town codes, including, but not limited to, occupational license, fire, building, zoning, litter, environmental, animal control, abandoned property, land use and sign codes and ordinances.

Palm Bay

Land Development Division
The Land Development Division processes all applications for annexations, comprehensive plan amendments, rezonings, subdivision plats, conditional uses, and formal site plans. The Division is responsible for ensuring that the Comprehensive Plan meets all statutory requirements including coastal management components such as the designation of coastal high hazard areas and principles for hazard mitigation. The Division ensures that all development and redevelopment is consistent with the City's Comprehensive Plan and Land Development Regulations. The Division’s Floodplain Administrator works with the Building Official to ensure consistency between the Floodplain Management Ordinance and the Florida Building Code. The Division maintains all flood zone mapping, Elevation Certificates and Letters of Map Amendment or Map Revision.

Building Division
The Building Division reviews building permit applications for new structures, demolition of existing structures, as well as renovations and additions to existing buildings. The Building Division reviews all permit applications for compliance with NFIP in consultation with the City’s Floodplain Administrator as well as all local Code regulations. The Division also ensures that all new structures meet wind hazard standards in accordance with the Florida Building Code.

Public Works Department
The Public Works Department maintains all City owned roadways and drainage facilities. Such infrastructure includes stormwater conveyance and flood control structures as well as all City owned roadways. This Department also plays an important role regarding hurricane preparedness and post-storm recovery. The Department administers the Stormwater Utility and ensures compliance with the City's National Pollutant Discharge Elimination System permits. Annually, the City adopts a Capital Improvements Budget that includes specific stormwater projects designed to prevent flooding and other drainage problems that is consistent with the adopted Comprehensive Plan Capital Improvement Schedule.

Police Department
The Police Department is responsible for coordinating evacuation procedures during times of emergencies or natural disasters in addition to their primary law enforcement duties. The Police Department also provides supervision and direction during post-storm recovery periods (including re-entry into the City after a storm). They are the lead agency regarding emergency operations for the City. The Code Compliance Division within the Police Department ensures continued compliance with city codes by all property owners within the City. The Police Department, along with the Fire Department, sponsors an annual Hurricane Expo to educate citizens on proper planning and preparation for hurricane season and other disasters.

Fire Department
The Fire Department is heavily involved in hurricane preparation and other potential emergency conditions, in conjunction with the Police Department. The Department provides full fire and rescue services throughout the City. The Fire Department, along with the Police Department, sponsors an annual Hurricane Expo to educate our citizens on proper planning and preparation for hurricane season and other disasters.

Utilities Department
The Utilities Department is responsible for providing potable drinking water, wastewater treatment, and reclaimed water for properties within the City's service areas. The city operates two utilities' campuses with a total of four water treatment plants (including one Aquifer Storage and Recovery well) capable of providing up to 15.5 million gallons per day (MGD) of potable water. Palm Bay receives its water supply from groundwater drawn from 41 wells located throughout the city. These wells pull from the Floridan and surficial aquifers. The raw water is treated through reverse osmosis and lime-softening processes, then disinfected and distributed across 595 miles of water lines to customers.

The Department also operates a wastewater and a water reclamation plant; the combined treatment capacity for these two facilities is 5.2 MGD. The utility provides sanitary sewer service to approximately 40,000 residents (over 15,000 accounts) through 105 lift stations, 202 miles of sanitary sewer gravity mains, 2,500 manholes, and 58 miles of force main. Additionally, there are nine miles of reclaimed water distribution lines, providing service to several businesses, residents, and a local park for irrigation and beneficial reuse purposes.

Palm Shores

Police and Fire
Brevard County provides police and fire protection to the Town through the Municipal Service Taxation Unit (MSTU) process. This entity provides public safety to the Town, and during emergency situations they are responsible for assisting with evacuation and post-disaster operations. The Town's COOP will help to ensure the continuous function of essential operations and help to reduce the vulnerability of residents and the Town to loss of life and injury including damage to or loss of property.

Building Official
The Building Official is assisted by a Town Planning Consultant to review plans, subdivision plats, and building permits. The Town has adopted the latest Flood Insurance Maps and updates to the Florida Building Code. Development requests are reviewed for consistency with the Town's adopted Comprehensive Plan, Zoning Ordinance, Building Code, and Subdivision Regulations.

Mayor
The Town has a Strong Mayoral form of government. The Mayor is the head of the government and the chief administrator of the Town. The Mayor coordinates with other governmental officials and ensures that any disaster recovery efforts are expedited, essential functions are continuous during an emergency, and that damage assessments and debris removal are carried out.

Rockledge

Community Development
The Planning Director is responsible for the Building Division, the Planning Division and the Community Redevelopment Agency. The Building Division is responsible for building permits and inspections, code compliance and contractor registrations. The Planning Division is responsible for site plan review, the comprehensive plan, and land development regulations. The Community Redevelopment Agency is responsible for economic development and façade grants.

Public Safety Department

Police Division -- The Rockledge Police Department is comprised of 58 sworn full-time law enforcement officers, 3 part-time sworn law enforcement officers, 9 part-time School Crossing Guards and 4 alternate part-time Crossing Guards, 11 Public Safety Tele-communicators (PST) along with 3 sworn officers and 1 civilian employee who are dual certified to also work in the Communications Division as PST's. The City of Rockledge Code Enforcement Officer also works under the auspices of the Police Department. The Rockledge Police Arson Investigator is also dual certified as a law enforcement officer and firefighter and also acts as the City's Fire Marshall and Fire Inspector. The police division also has 6 civilian employees and 6 volunteers to complete their mission. The Rockledge Police Division provides full service law enforcement protection, which also incorporates an Emergency Response Team, Crisis Negotiation Team, 5 School Resource Officers along with 2 Canine officers. We are a CFA Accredited police agency made up of a progressive and diverse group of highly trained men and women, both sworn and non-sworn, who are committed to keeping the 27,000 citizens and visitors in Rockledge a safe, family-friendly city. We are ready to react, respond and recover from any unusual occurrence or disaster that occurs in the City and will work together with other city departments to bring normalcy to our citizenry as soon as practical after such occurrences.

Fire Division -- As an all services response agency Rockledge Fire and EMS provides fire suppression, fire prevention and emergency medical services. In preparing for a storm event additional supplies are procured including standard station supplies and medical supplies. In addition, fuel is obtained for generators, apparatus and fuel powered machinery. All apparatus and machinery is thoroughly checked assuring absolute reliability throughout the event. Fire Stations are made as secure as possible against the winds via the use of shutters and all loose items are brought inside. Finally, an Incident/Accident Plan is created, and all personnel are familiarized with both the plan and their role in carrying it out. The plan entails all aspects of pre-storm, storm and post-storm activities with an emphasis placed on safety and both short and long term recovery.

Public Works Department

The Public Works department maintains city property in a safe and acceptable manner and supports other departments in the performance of their daily functions and in emergency situations. This includes the sanitation division which is responsible for all garbage, recycling and yard debris collection for the entire community. This is in addition to the Storm water division which is responsible for maintaining over 77 miles of storm water.

Waste Water Department

The Waste Water department maintains 57 lift stations, 94 miles of sanitary sewer gravity mains and 25 miles of force main. Additionally, there are 26 miles of reclaimed water distribution lines, providing service to many businesses and residents for irrigation and beneficial reuse purposes.

Satellite Beach

Community Development
The Department is tasked with several responsibilities which include building and zoning issues. This includes reviewing and approving building permits to ensure compliance with the Florida Building Code and all relevant City requirements. Also included in the process is preforming the required inspection(s) for each permit issued.

Responsibilities also include the Community Redevelopment Agency, the comprehensive plan, economic development, grants and land development review. Programs developed to promote and ensure the City's sustainability initiatives are implemented and monitored by the Department.

Additionally, the Department is charged with directing both the Board of Adjustments (BOA) and the Planning Advisory Board (PAB). The BOA provides the resources to applicants and provide rulings on requests for variances from City Code. The PAB provides recommendations to City Council on matters related to zoning, land planning and code modifications.

Another facet of the Department is code enforcement which ensures compliance by both residents and business with the City Code. Codes include property maintenance issues, storage of recreational vehicles, outside storage and a host of other items.

The issuance and renewing of Business Tax Receipts also is incorporated into the Departments duties. This includes processing applications and requesting inspection by the Fire Department as required.

Fire Department
The Fire Department provides fire suppression, paramedic level advanced life support, technical rescue, hazardous materials technical response, water rescue, public education programs, community health programs, injury prevention programs and fire life safety (fire code inspections) programs. All of these programs make the City resilient to disaster and able to respond as necessary. In anticipation of the arrival of a hurricane or tropical storm, the department also communicates appropriate preparation measures and post-disaster information to citizens.

Police Department
The Satellite Beach Police Department is comprised of 23 sworn law enforcement officers and 12 full or permanent part time civilian support personnel including dispatchers. The department is committed to providing professional services to those who live in and visit Satellite Beach, including but not limited to public safety, disaster communications, hurricane evacuation operations, and enforcement, all of which contribute to a community more resilient to loss of life, injury, and damage to property.

In anticipation of the arrival of a hurricane or tropical storm, the department also communicates appropriate preparation measures and post-disaster information to citizens.

Public Works
The Public Works Department maintains City property, including roadways and stormwater drainage, in a safe and acceptable manner and supports other departments in the performance of their daily functions and in emergency situations. Public Works is heavily involved in hurricane preparation and post-hurricane clean-up operations. The department administers the Stormwater Improvement Plan for the City and undertakes projects for improvements to drainage and flood prone areas.

Support Services
Support Services coordinates with all City departments, other municipalities, and government officials, including county emergency management. Additionally, the department is heavily involved in ensuring proper communication between departments, other governmental entities, citizens, and the elected officials of the City.

Titusville

The City of Titusville has participated in the NFIP program since 1975. Participation in the NFIP is based on an agreement between local communities and the federal government which states that if a community will adopt and enforce a floodplain management ordinance to reduce future flood risks to new construction in Special Flood Hazard Areas (SFHA), the federal government will make flood insurance available within the community as financial protection against flood losses.

When the 2001 Florida Insurance Rate Maps Building Code (FBC) was developed, the Florida Building Commission made an administrative decision to remove the flood provisions from international codes that the FBC was based on. Instead the code referred to local floodplain management ordinances.

That changed with the 2010 FBC (adopted in March of 2012) which now includes flood provisions that FEMA states are consistent with the NFIP requirements for buildings and structures. By law, only the FBC governs the design of buildings therefore upon adoption of the 2010 FBC there became potential conflicts with existing local floodplain ordinances. This, and numerous inconsistencies identified by the Florida Division of Emergency Management (DEM) and FEMA, prompted DEM to develop a new model ordinance and to work to get FEMA approval.

In January 2014, the City adopted an ordinance prepared by the Florida Division of Emergency Management and coordinated with the Florida Building Code in 2012. The ordinance contains language for local administrative code amendments, is specifically

designed to repeal and replace existing regulations (Chapter 35, Article V Flood Damage Prevention), to satisfy the NFIP requirements, to coordinate with the FBC, and to meet the requirements of section 53.73(5) of the Florida Statue. Some improvements in the model ordinance include provisions that are clearer and more detailed, definitions that match the FBC, administrative provisions and requirements for development other than buildings.

While the NFIP has successfully required new buildings to be protected from damage by a 100 yr. flood, the program had few incentives for communities to do more than enforce the minimum regulatory standards. In an effort to encourage communities participating in the NFIP to reduce flood damages to existing buildings, manage development in area not mapped by the NFIP, and protect new buildings beyond the minimum NFIP protection level, FEMA created a Community Rating System (CRS). Currently the citizens of Titusville receive a 15% premium discount of flood insurance policies due to the City's CRS rating of 7.

In 2012, the Federal Emergency Management Agency (FEMA) presented proposed changes to their Flood Insurance Rate Maps (FIRM) in Brevard County. The last change to this map was in 1989 and subsequently adopted by the City of Titusville.

West Melbourne

Planning Department
The Planning Department and Planning Director are responsible for reviewing site plans, subdivisions and business tax receipts. The City reviews development requests for consistency with the Comprehensive Plan and Land Development Regulations.

Building Department
The Building Department and Building Official are responsible for reviewing building permits and floodplain compliance. The City has adopted the Florida Building Code and the Building Official/Fire Marshall works with the County Fire Department with respect to Fire Prevention and Plan Review.

Fire Department
The Building Official is the Fire Marshall and the City conducts annual fire compliance inspections of non-residential establishments. Brevard County Fire Rescue provides fire and medical emergency response services for the City.

Police Department
The City's Police Department consists of 35 sworn officers. The department is responsible for public safety and plays a primary role in hurricane evacuation and post disaster operations. This includes re-entry to the City after a disaster.

Canaveral Port Authority

Public Safety Sector
The Port partners with numerous agencies, including the Department of Homeland Security, U.S. Customs and Border Protection, the U.S. Coast Guard and private security firms to deter crime, terrorism, and to mitigate hazards. Three departments cover daily operations at the Port: The Port's Public Safety Department, the Brevard County Sheriff's Office (BCSO) and Canaveral Fire Rescue (CFR).
CPA Public Safety and Security Department
The Public Safety Department coordinates with other team members, develops security plans for restricted Port sites and monitors and maintains gates, locks, surveillance cameras and other security equipment. The Public Safety Department is responsible for the Emergency Management Program and its deployment in emergency situations as well as mitigation measures in response to potential hazards.

Canaveral Fire Rescue
Canaveral Fire Rescue operates stations on Port property at 8970 Columbia Road and 680 Magellan Road. Manned by paid members and volunteers, CFR provides fire and non-transport advanced life support emergency medical services. Members handle medical issues of Port users and respond to fires, small spills and rescues, and practice firefighting techniques at the department's Columbia Road training facility. Firefighters from CFR and nearby departments also are training to handle any emergencies that might occur when ships powered by liquefied natural gas (LNG) arrive at the Port. CFR is an active member of Port Canaveral's Emergency Management Program and a partner in incident preparedness, response, recovery, and mitigation.

Brevard County Sheriff's Office
The Brevard County Sheriff's Office operates a Canaveral Precinct that includes Port Canaveral. Since 2014, BCSO has contracted with the Port Authority to provide law enforcement and security services at the Port. Marine units conduct landside and waterside patrols, K-9 teams regularly sweep terminals and cargo areas and deputies respond to a wide-range of incidents. BCSO is an active member of Port Canaveral's Emergency Management Program and a partner in incident preparedness, response, recovery, and mitigation.

CPA Engineering, Construction and Facilities Department
The Canaveral Port Authority's Engineering and Construction department's primary responsibility is to oversee and manage the construction and infrastructure improvements throughout the Port's jurisdictional area. These improvements range from large scale cruise terminal construction projects to small mitigation and repair projects. The Engineering and Construction department will survey conditions and identify potential hazards pre-storm and conduct damage assessment and debris collection post-storm.

CPA Building Department

The Canaveral Port Authority Building Department is comprised of licensed and certified persons charged with the responsibility of direct regulatory administration and supervision of plans review, code enforcement, inspection of building construction, erection, repair, addition, remodeling, demolition, and alteration projects that require permitting and compliance with the adopted building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law and Port Authority regulation. Additionally, the Building Department, under the direction of the Port's Flood Plain Manager, is responsible for Special Flood Hazard Areas and Flood Plain Management in accordance with the Federal Emergency Management Agency and the National Flood Insurance Program.

CPA Information Technology
The Canaveral Port Authority Information Technology Services provides telecommunications and network services, computer system management and security, and application development services in support of maritime operations. ITS Operations provides computer help desk and technical services (customer support) and system administration. Network and Info Security Operations provides voice, data, integrated communications network services, and information security services. Business Applications provides systems analysis and design as well as development and maintenance services. Before, during, and after disasters, Information Technology staff provides support as Emergency Support Function – Communications ensuring that applications, network and communications systems are operational at the Port Emergency Operations Center.

CPA Government and Strategic Communications
The Canaveral Port Authority Office of Communications & Public Affairs is responsible for all aspects of external and internal communications, as well as media relations, community relations and public safety information. The office oversees, manages and approves all forms of communications, across all online platforms, electronic and print media, social media, trade journals and consumer publications. Its role is to promote the Port's mission and initiatives and create broad awareness and understanding of the Port's role and contributions to the local community, Central Florida region, and State of Florida. When the local EOC is activated, the department serves as the communications point of contact for collaboration and coordination with local and State officials and is the primary source of Port information to ensure consistent communications and transparent messaging of the Port's operating status, activities and events.

1.16.2 Mitigation-Related Policies & Programs by Jurisdiction

Citation	Statement	Applies to
Brevard County, Unincorporated and Grant-Valkaria		
Code of Ordinances		
II.62.510	West Canaveral Groves area. (c) Conditions for authorization and acceptance of existing permanent structures. In order for any permanent existing structure, certified as required in subsection (b)(1) above to be issued a certificate of completion and approval of electrical service connection, the existing permanent structure shall meet all applicable federal, state and county regulations and codes in effect at the time of application. (1) The issuance of a building permit or other development order does not guarantee or assure that telephone service, electrical service, cable television service, or other private or public utilities will be provided to the existing permanent structure. (2) The finished floor elevation shall be determined by the county based upon the estimated elevation for the crown of the roadway, when paved, upon which the structures fronts and upon the requirements established by the Federal Emergency Management Agency requirements. (3) Variances to the finished floor elevation may be granted or denied by the county, based upon certification by a state registered professional engineer that the structure will not flood or have any adverse effect on either the subject property or adjacent properties. The required engineering certification shall be based upon, and shall include a drainage plan and stormwater analysis considering the 25-year, 24-hour storm event, as a minimum design criterion. Additional analysis may be requested by the county in the event that an existing structure cannot be shown to meet the criteria above, alternative drainage improvements could be considered to address flooding of the subject property or adjacent property. Variance shall not be granted in violation of Federal Emergency Management Agency (FEMA) regulations.	All areas
II.62.2891.a	House pads or lot elevations in the A or AE flood zones consistent w/ FEMA*** (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and…	All areas
II.62.3695.d.4	Structures are flood proofed and located above the 100-year flood elevation.***	All areas
II.62.3723.1	Floodplain uses include agriculture, recreation, wildlife and open space.***(a)In all areas of special flood hazard the following provisions are required:	All areas
II.62.3723.2	Development within floodplain areas	All areas
II.62.3724.	Development density and guidelines for floodplains. Providing for compensatory flood storage, restricting commercial and industrial development and development densities.	All areas
II.62.3725.a	New dikes, levees or other structures shall not be permitted below the riverine 100-year flood elevation except for structures that have a maximum height of less than the 10-year flood elevation and which will not restrict the flow of the riverine 100-year storm floodwaters. The only potential exceptions to this provision are structures which are shown to have overriding public benefit. Replacement or repair of nonbreached dikes is permitted as long as such replacement or repair does not change the status of the floodplain or will maintain the existing ability to utilize the property.	All Permit Applications
II.62.4003.a	Promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to: (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities; (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; and (3) Control filling, grading, dredging and other development which may increase erosion or flood damage.	All areas

Citation	Statement	Applies to
II.62.4003.b	provide for adequate minimum standards and procedures for the construction of new residential and nonresidential structures, including prefabricated and manufactured homes, and for such structures that are substantially improved, so that such structures can be eligible for insurance under the federal flood insurance program and so that the construction of such structures will be in conformity with recognized construction techniques designed to offer flood protection. This article shall apply to all areas determined to be areas of special flood hazard located within the jurisdiction of the board of county commissioners.	All areas
II.62.4031.1	The building official shall participate in the review of all development permits to ensure that the permit requirements of this article have been satisfied.	All areas
II.62.4031.1	(1) The applicable base flood elevation shall be determined for each property for each permit issued in a special flood hazard area.	All areas
II.62.4031.4	Maintain altered watercourse to ensure flood-carrying capacity.***(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.	All areas
II.62.4031.6	In unnumbered A zones, it is the responsibility of the builder or owner to determine the required base flood elevation consistent with county requirements as determined by the building official. The building official shall obtain, review and reasonably utilize any base flood elevation data available from a federal, state or other source, including data developed pursuant to section 62-4064(b), in order to administer the provisions of section 62-4062. The building official may require such additional technical reports, surveys, plats or other data as he shall determine necessary to substantiate that the lowest floor is a minimum of 12 inches above the 100-year base flood elevation as established on the flood insurance rate map. Decisions of the building official under this article may be appealed in accordance with the provisions of section 62-4034.	All areas
II.62.4033.a	Application for a development permit for the construction of structures (building permit) shall be made to the county prior to any development activities, and may include but shall not be limited to the following: plans in duplicate, drawn to scale, showing the nature, location, dimensions and elevations of the area in question; and existing or proposed structures, fill, storage of materials and drainage facilities, and their location. Specifically, the following information is required: (1) The elevation, in relation to mean sea level or other acceptable datum, of the proposed lowest floor, including basement, of all structures. (2) The elevation, in relation to mean sea level or other acceptable datum, to which any nonresidential structure will be floodproofed. (3) Certification from a professional engineer or architect licensed to practice in the state, in the form of a FEMA floodproofing certificate, that any nonresidential floodproofed structure will meet the floodproofing criteria in section 62-4062(2). (4) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development.	All areas
II.62.4033.b	Lowest floor elevation being at or exceeding the 100-year flood elevation.***(a)All new construction and substantial improvements of residential structures, including manufactured homes and mobile homes, shall have the lowest floor, including basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including basement, shall be elevated at least two (2) feet above the highest adjacent grade.	All areas
II.62.4034.e	Variances based on susceptibility of the proposed facility to flood damage.***(b)All new construction and substantial improvements of	All areas
II.62.4034.h	Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.	All areas
II.62.4034.i	Granting of a variance will not result in increased flood heights.***(b)All new construction and substantial improvements of nonresidential structures shall:…	All areas
II.62.4034.j	Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is requested to be built, stating that the issuance of a variance to construct a structure below the flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage, and that such construction below the base flood elevation increases risks to life and property.	All areas

Citation	Statement	Applies to
II.62.4061.1	All new construction shall be anchored to prevent flotation.***The intent of this section is to set forth the County's requirements and intent to reduce the potential harm to the environment by strict control and regulation of the emission, storage and movement of hazardous waste, toxic materials and substances. Recognizing that hazardous and toxic material management is a regional issue, intergovernmental coordination on the development and implementation of the following actions shall be utilized:	All areas
II.62.4061.2	Manufactured homes shall be anchored to prevent flotation.***(a)The County will promote and participate in the availability and accessibility of safe and cost effective hazardous waste storage and transfer facilities, coordinated at the state, regional and/or county levels;	All areas
II.62.4061.3	All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.	All areas
II.62.4061.4	All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.	All areas
II.62.4061.5	New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.	All areas
II.62.4061.6	On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding pursuant to chapter 46, article II.	All areas
II.62.4061.9	Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and located above the 100-year flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding.	All areas
II.62.4061.10	New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.	All areas
II.62.4061.11	Significant improvements necessary to improve or correct existing flooding problems within special flood hazard areas should be considered as projects to be financed through the municipal service benefit unit (MSBU) mechanism pursuant to chapter 98, article II, division 2.	All areas
II.62.4062.1	In all areas of special flood hazard where base flood elevation data has been provided as set forth in section 62-4005 or section 62-4031(6), the following provisions are required: (1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to a minimum of 12 inches above the base flood elevation. No portion of the structure, excluding the foundation, shall be below the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the automatic equalization of hydrostatic flood forces on walls shall be provided in accordance with standards of subsection (3).	All areas
II.62.4062.2	Nonresidential construction. New construction and substantial improvement of any commercial, industrial or nonresidential structure shall either have the lowest floor, including basement, elevated to a minimum of 12 inches above the base flood elevation, or, together with attendant utility and sanitary facilities, be floodproofed to a minimum of one-foot above the base flood elevation, such that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads, the effects of buoyancy and anticipated debris impact forces. A professional engineer or architect licensed to practice in the state shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in section 62-4032(5).	All areas
II.62.4062.3	Elevated buildings allow for the entry and exit of floodwaters.***(c) Design requirements. Any use involving the production, storage, use or disposal of extremely hazardous materials shall comply with:	All areas

Citation	Statement	Applies to
II.62.4062.4.a.	All manufactured homes to be placed or substantially improved on individual lots or parcels, or in expansions to existing manufactured home parks or subdivisions, or in substantially improved manufactured home parks or subdivisions, or which have incurred "substantial damage" as a result of a flood, must meet all requirements for new construction, including elevation and anchoring requirements. Within special flood hazard areas, manufactured homes shall be elevated on a permanent foundation such that the lowest floor of the manufactured home and all appurtenant building equipment is a minimum of 12 inches above the base flood elevation, and be securely anchored to an adequately anchored foundation system in accordance with the following specific requirements:***	All areas
II.62.4062.6	Floodways. Located within areas of special flood hazard established in section 62-4005 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwater, which carries debris and potential projectiles and has erosion potential, the following provisions shall apply: a. Encroachments are prohibited, including fill, new construction, substantial improvements and other developments, unless certification, with supporting technical data, by a professional engineer licensed to practice in the state is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. b. If subsection (5)a. is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of section 62-4061 and this section. c. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured home (mobile home) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of section 62-4061(2) and the elevation standards of subsection (1) and the encroachment standards of subsection (5)a. are met.	All areas
II.62.4062.6	Coastal structures shall be elevated no lower than base flood elevation.***To protect the health, safety and welfare of the citizens of Titusville, hazardous and toxic materials shall be limited as follows:	All areas
II.62.4062.7	Road crowns shall be 5' 3" above sea-level or not lower than 10" lower flood***(a) Within 750 feet of any existing potable water well heads, the production, use, storage or disposal of any hazardous or toxic materials shall	All areas
II.62.4062.8	AO construction elevated at least 2' above the highest adjacent grade.***To protect the health, safety and welfare of the citizens of Titusville, hazardous and toxic materials shall be limited as follows:	All areas
II.62.4062.c	County's limited number of evacuation routes from the coastal barrier.***(d) The user of any hazardous or toxic material in quantities greater than those permitted for a small scale generator, or as set forth under Sections 35-103, 35-105 and 35-106 below, in any area of the City, shall be required to notify the city of the intended use, quantity, duration and any other information as may be deemed necessary by the Administrator, including a hazardous materials management plan, in order to protect the public health, safety and	All areas
II.62.4064.a	All subdivision proposals need to minimize flood damage.***(b)In the area of Critical Concern (see illustrations, Section 63-105) the production or disposal of hazardous materials shall be prohibited and the storage or use of hazardous and toxic materials shall comply with the permitting requirements and prohibitions, set forth in Section 35-105, below, and Section 35-103 to the extent extremely hazardous substances are used.	All areas
II.62.4064.b	Base flood elevation data shall be provided for subdivision proposals.***To protect the health, safety and welfare of the citizens of Titusville, hazardous and toxic materials shall be limited as follows:	All areas
II.62.510.c.	Flood hazard zone information required for CO.***(a)In all areas of special flood hazard the following provisions are required	All Permit Applications
Sec. 14-49.	(a) An animal control officer shall investigate reported incidents involving any Classification of dog that may be dangerous and shall, if possible, interview the owner and dogs as dangerous victim and require a sworn affidavit from any person, including any animal enforcement officer or other enforcement officer desiring to have a dog	All Facilities
Sec. 30-18.	Tests (c) General maintenance. The franchisee shall maintain wires, cables and all and performance other real and personal property and facilities constituting the system in good monitoring condition, order and repair at all times during the term of the franchise	All Facilities

Comprehensive Plan

Citation	Statement	Applies to
Conservation Element		
CE.P.3.2	Develop standards for development with potential to negatively impact water***	All areas
CE.P.3.6	Vertical seawalls and bulkheads shall be prohibited along the Lagoon system***	All areas
CE.P.3.7	New man-made canals connected to the Lagoon system are not permitted***	All areas
CE.P.3.8	Septic tanks and drain fields set back at least 100' from Lagoon shore***	All areas
CE.P.4.1	Develop regulations to protect riverine floodplain***	All areas
CE.P.4.5	Develop regs. to insure alterations of estuarine floodplains don't impact drainage***	All areas
CE P.4.6	alterations of isolated one-hundred year floodplains do not adversely impact the drainage of adjacent properties or public drainage facilities	All areas
CE.P.4.7	Develop regs. to protect coastal floodplain***	All areas
CE.P.4.10	Public facilities should not be located within the 100-year riverine or estuarine floodplain unless***	All areas
CE.P.5.2	Adopt regs which promote no net loss of wetlands***	All areas
CE.P.8.5	Landscaping, Land Clearing and Tree Protection ordinance to mitigate heat island effects***	All areas
CE.P.10.1	Undertake a surficial and Floridian aquifer protection study***	All areas
Surface Water Element		
SWM P.1.1-5	Providing for preservation and improvement of drainage basins and master stormwater systems	All areas
Potable Water Element		
PWE P.1.5	By 2011, Brevard County shall adopt land development regulations to further reduce per capita consumption of potable water.	All areas
Solid Waste and Hazardous Materials Element		
SWHME P.7.1	Brevard County shall continue and expand the collection center or system to receive hazardous wastes from households, small businesses, and other low-volume generators.	All areas
SWHME P.8.1	The County hazardous materials emergency response team shall be maintained and provided with adequate training and equipment (including field communication network) on a permanent basis.	All areas
SWHME P.8.2	Operating costs shall be recovered from parties responsible for the cause of hazardous material incidents.	
Capital Improvement Element		
SW/Watershed Improvements - **Fay Lake - Phase 1**	This project includes design and construction of a diversion of the West Port St. John outfalls into Fay Lake, which will serve as a regional stormwater treatment pond. This project will provide improved water quality for the St. Johns River and reduced flooding in the Port St. John area. This project was approved by the Board of County Commissioners in September 2000. Project implementation was delayed to allow for completion of the Chain of Lakes Project. In order to resume progress for the Fay Lake project staff plans to divide it into 3 phases and seek grants to leverage stormwater assessments to fund construction of Phase I in FY 10-11, Phase II in FY 11-12 and Phase III in FY 13-14.($700,000)	Retrofit
SW/Watershed Improvements - **Breezeway**	Breezeway is an older development located between US1 and the Florida East Coast Railroad north of SR528. The area has an inadequate drainage system causing flooding of roadways and private property. This project consists of upgrading the existing drainage system to reduce flooding by installing an exfiltration system. Total project cost is estimated at $150,000. Survey design and permitting will be accomplished FY 09-10. Construction will take place early FY 10-11. ($150,000)	Retrofit

Citation	Statement	Applies to
SW/Watershed Improvements - **S. Lake (Carpenter Road Area) Water Quality Retrofit**	This project will provide innovative improvement of water quality at three existing stormwater outfalls for South Lake that ultimately drains to the St. Johns River. The first outfall, located at Navaho Lane in close vicinity to South Lake, received a baffle box, infiltration basin and pipe improvements. Baffle boxes and exfiltration systems will be installed near Deauville and Barcelona streets. One of these sites will receive a viewable baffle box for South Lake Elementary School to use for education. The total project cost is estimated to be $513,000. The County received a FDEP/EPA grant for $301,200 in March 2009 for 60% of construction costs. The City of Titusville will provide a portion of the 40% match through in-kind services, land donation, and construction activities. Design for the last two baffle boxes and exfiltration systems is expected to begin in FY 09-10 with most of construction occurring in FY 10-11. ($471,200)	Retrofit
SW/Watershed Improvements - **NASA/KSC**	Staff is conducting a drainage study for unincorporated area of North Merritt Island located east of State Road 3, south of Crisafulli Road, and north of State Road 528, and including property that extends across Kennedy Space Center (KSC) property. This drainage area has incurred significant flooding events on several occasions, most recently during T.S. Fay in 2008 when multiple homes experienced finished floor flooding and streets were impassable for days. The drainage study is assessing the potential of reconnecting agricultural drainage ditches that drained to the Banana River prior to creation of the space program. Potential reconnections will be modeled to ensure that no adverse flooding or other negative impacts will result from the proposed improvements. ($500,000)	Retrofit
SW/Watershed Improvements - **Merritt Island Airport Pond**	This project modifies an existing County ditch and enlarges an existing pond on airport property to improve the quality of water being discharged into the Indian River Lagoon. The design for the project has been completed and permitting was completed April 15, 2010. An Interlocal Agreement with the property owner TCAA [Titusville-Cocoa Airport Authority] was negotiated which allows the use of their land at no cost to the County. This Interlocal Agreement was approved by the Board of County Commissioners on February 9, 2010. A Florida Department of Environmental Protection [FDEP] grant has been executed and will reimburse the County for 50% of the project costs up to $800,000 of the construction expenditures. Bidding of the project is anticipated in July 2010. Anticipated project completion is FY10-11. ($1,150,000)	Retrofit
SW/Watershed Improvements - **Fortenberry Road/Parcel**	This project involves the construction of a 26-acre +/- regional stormwater treatment pond on Merritt Island in at least two phases. Originally, the project was designed to provide treatment for approximately 35 acres of untreated commercial impervious area through the construction of a 5-acre wet detention pond on Fortenberry Road and incorporating the existing alum treatment pond. However, in September 2009, Brevard County purchased a 50-acre parcel from Pulte Homes located immediately adjacent to the Fortenberry pond site to develop a larger, regional stormwater management system in an effort to provide water quality treatment for nearly 1,000 commercially developed acres along the south side of SR 520. Currently, significant redesign and permit modifications are underway. It is anticipated that the first phase of construction will begin in FY 2010-11. ($1,260,000)	Retrofit
SW/Watershed Improvements - **Valkaria Lakes**	This project will convert 3 existing borrow pits into stormwater ponds to treat runoff from approximately 524 acres of mostly single family residential lots. The project will also reduce private property flooding in some areas. The borrow pits are located south of Valkaria Road and east of I-95 on property owned by Brevard County. In 2006, the County applied to FDEP for a grant to partially fund the design and construction of the project. Most of the 524 acre drainage area is now part of the new Town of Grant-Valkaria. Through an Interlocal Agreement with the Town, the County will manage the State grant and the project. The Town will reimburse the County for local match required for the grant. The project will be constructed in phases in order to keep annual expenses within the means of the Town. ($184,000)	Retrofit

Citation	Statement	Applies to
SW/Watershed Improvements - **Merritt Island Improvement – Pine Island Phases 1 & 2**	This project will improve water quality to the Indian River Lagoon and reduce the duration of flooding within the North Merritt Island drainage basin. The project is divided into two phases that include modification of two existing borrow pits on Pine Island. The land is owned by the St. Johns River Water Management District and the Brevard County Environmentally Endangered Lands program. Phase I involves the expansion and regrading of the north borrow pit, installation of the first pump, and fabrication of a diversion weir within the Pine Island Road ditch to redirect stormwater water runoff into the borrow pit for water quality treatment. A $500,000 FDEP grant was received in February 2010 to fund a portion of the Phase I construction costs anticipated to begin in FY 09-10 with completion in FY 10-11. ($1.5 M) The Phase II portion of the North Merritt Island Pine Island improvements will provide additional water quality improvements to the Indian River Lagoon and reduce the duration of flooding within the North Merritt Island drainage basin. Phase II includes regrading the south borrow pit and the installation of the second of two pumps to divert additional flow to the south borrow pit from the Pine Island Road drainage ditch. The storage within the south borrow pit will provide additional attenuation and pollution abatement prior to discharging to the Indian River. The County intends to apply for a FDEP 319 grant to cover 50% or more of the estimated total construction cost, roughly $1.6 million for Phase II construction. Without cost-sharing and/or a grant, Phase II cannot be completed prior to FY2014/2015. ($500,000)	Retrofit
SW/Watershed Improvements - **NASA/KSC**	13. Upper Eau Gallie-Lake Washington flood protection 2009-- $1,864,091	Retrofit
SW/Watershed Improvements - **NASA/KSC**	13. Upper Eau Gallie-Lake Washington flood protection 2009-- $1,864,091	Retrofit
SW/Watershed Improvements - **NASA/KSC**	13. Upper Eau Gallie-Lake Washington flood protection 2009-- $1,864,091	Retrofit
Coastal Management Element		
CME.P.10.10	County shall conduct hurricane exercises at regular intervals***	All areas
CME.P.10.3	Adopt post-disaster permitting procedure to expedite permitting***	Redevelopment
CME.P.10.5	Replacement of infrastructure constructed as part of integral network***	Redevelopment
CME.P.10.6	Analyze public structures likely to be damaged or destroyed in hurricane***	All areas
CME.P.10.7	Damaged infrastructure analyzed to judge cost relocation vs. repair***	Redevelopment
CME.P.11.7	Continue to pursue funds for dune revegetation for dune crossovers***	All areas
CME.P.2.4	Brevard County shall address modification of existing development which does not meet stormwater management standards.	All areas
CME.P.2.5	Modify existing development not meeting stormwater management standards***	All areas
CME.P.4.10	Develop plan for long-term response to sea level rise***	All areas
CME.P.4.3	Adopt standards for maintenance of reestablishment of dunes***	All areas
CME.P.4.6	Establish program to locally monitor beach dynamics data collection project***	All areas
CME.P.4.7	Brevard County shall continue to protect the coastal floodplain	All areas
CME.P.4.8	Brevard County shall prohibit motorized vehicles on the dune and beach system as well as foot traffic for all but emergency response and other approved activities	All areas
CME.P.4.9	Brevard County shall continue to collect and make available to the public information related to sea level changes	All areas
CME.P.5.1	Develop and implement standards for marinas and related facilities***	All areas
CME.P.5.2	Develop and implement regs governing live-aboards in coastal zone***	All areas
CME.P.5.6	Marinas within coastal zone shall be inspected annually***	All areas
CME.P.6.2	No financial support for new local transportation corridors in CHHZ***	All areas

Citation	Statement	Applies to
CME.P.6.3	Brevard County should not locate sewer and water transmission lines within the coastal high hazard zone, except where there is no cost-feasible alternative and where practical due to engineering, safety and cost considerations, and where necessary utilizing existing rights-of-way.	All areas
CME.P.6.5	Public facilities, except for recreational facilities, shall not be located by Brevard County within the coastal high hazard zone, except where there are no other cost-feasible alternatives. Corresponding improvements may only be considered when the facilitation of such improvements is needed to support the densities programmed on the Future Land Use Map (FLUM) series of the Comprehensive Plan.	All areas
CME.P.7.1	Brevard County shall not increase residential density designations for properties located on the barrier island between the southern boundary of Melbourne Beach and the Sebastian Inlet.	Redevelopment
CME.P.8.6	Determine priority of road improvements by evacuation	All areas
CME.P.8.9	New mobile homes, rec vehicle development not permitted on barrier island***	New
CME.P.8.10	Require hurricane plan for rec vehicle park development in south beaches***	All areas
CME.P.10.8	The Brevard CEMP shall be coordinated with other local, regional and state entities. As additional interagency hazard mitigation reports are received, they shall be reviewed and incorporated into Brevard CEMP.	All Facilities
CME.P.10.9	Brevard County should require that when utility lines ….are relocated, they shall be placed underground.	Redevelopment/ Reconstruction Only
Stormwater Improvement Plan		
Sec.II.P.1.1	Adopt, implement Master Stormwater Management Plan***	All areas
Sec.II.P.1.8	County to determine feasibility of innovative stormwater treatment methods***Or 18" above highest point of road elevation	All areas
Sec.II.P.2.3	New stormwater management facilities/techniques not to hurt adjacent lands***	All areas
Sec.II.P.3.3	Stormwater management systems to employ Best Management Practices***Lowest floor must be elevated to or above BFE and fully enclosed areas below lowest floor must allow for entry and exit of floodwaters.	All areas
Sec.II.P.3.5	Stormwater treatment facilities for all B.C.-built roadways provided by BC***	All areas
Sec.II.P.4.1	New surface water interbasin diversions shall be prohibited***	All areas
Sec.II.P.4.6	Development within flood-prone areas not to negatively impact adjacent land***	All areas
Sec.VI.P.1.4	County shall enact ordinances to reduce per capita water consumption***	All areas
Sec.VI.P.2.4	Anyone proposing new public water well must control areas within 500'***	All areas
Sec.VI.P.4.1	Continue to implement wellfield expansion in north county to increase yield***	All areas
Sec.VI.P.4.2	Expand Mims water treatment plant from 1.1mgd to 2mgd***	All areas
Sec.VII.P.1.	Untreated wastewater shall not be discharged into ditches, aquifer, waters***	All areas
Sec.VII.P.2.	County shall discourage new package treatment plants, with exceptions***	All areas
Sec.VII.P.3.	Development of private treatment plant not be used to increase density***	All areas
Sec.VII.P.5.	County to expand wastewater use/recharge/sludge management programs***	All areas
Sec.VIII.2.1	County shall expand collection system to receive hazardous wastes***	All areas
Sec.VIII.3.1	Hazmat emergency response team shall be maintained on a permanent basis***	All areas
Sec.VIII.3.2	Costs to be recovered from parties responsible for hazmat incidents***	All areas
Sec.XIII.1.8	County shall not increase residential densities within CHHA***	All areas
Sec.XIII.2.2	County shall develop regulations to protect riverine/estuarine floodplain***	All areas
Sec.XIII.2.4	County shall develop regulations to protect coastal floodplain***	All areas
Sec.XIII.2.5	County shall develop regulations to ensure drainage not effected***	All areas

Citation	Statement	Applies to
Sec.XV.3.1	County shall not finance new local transportation corridors in CHHA***	All areas
Sec.XV.3.3	County should not locate sanitary sewer or transmission lines in CHHA***	All areas
Sec.XV.3.4	County shall not locate any new public facilities within CHHA***	All areas

Canaveral Port Authority

The Canaveral Port Authority as a State charted independent special district has broad powers and authority including:

	The power to exercise control over Port Canaveral, and any and all parts thereof; To apply to proper authorities of the United States Government for the right to establish, operate, and maintain a Foreign Trade Zone within the limits of Brevard County and to establish, operate, and maintain such Foreign Trade Zone; To apply for and obtain permission from the United States Government to create, improve, regulate, and control all waters, and natural or artificial waterways within said Port Canaveral; To improve all navigable and non-navigable waters situated within the Port District necessary or useful to the operation, improvement, and maintenance of Port Canaveral; to construct, improve, and maintain such inlets, slips, turning basins, and channels; To make and give to the United States Government such guarantees upon such terms and conditions as may be required; To enact, adopt, and establish rules and regulations for the complete exercise of jurisdiction and control over all of said lands and waters of Port Canaveral within the Port District	All Areas

Building Code Enforcement:

	As an independent regulatory agency, the Canaveral Port Authority enforces the Florida Building and the Florida Fire Prevention Code with no amendments or exemptions.	All areas

Flood Plain Management:

	Adopted a flood damage prevention ordinance based on the State model that is coordinated with the Florida Building Code; Conducts annual inspections of development in Special Flood Hazard Areas (SFHAs) to be reported annually that addresses identified compliance issues to be resolved through enforcement and mitigation to the maximum extent possible; Administers a flood zone permit application for regulating all development in SFHAs with procedures and checklists approved by State and Region IV; Ensures accurate completion of all elevation certificates before vertical construction and prior to issuance of certificates of occupancy; Annually disseminates letters to utility companies concerning tanks that must be elevated or anchored and new HVAC equipment that must be elevated above the Base Flood Elevation (BFE); Administers substantial improvement/damage determination procedures approved by State and Region IV staff and maintenance of permanent records of determinations; and Provides DFIRMs or links to DFIRMs and elevation certificates on Canaveral Port Authority's website. Review applications and plans to determine whether proposed new development will be located in flood hazard areas; Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this regulation; Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation; Provide available flood elevation and flood hazard information; Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant; Review applications to determine whether proposed development will be reasonably safe from flooding; Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building	All areas

Citation	Statement	Applies to
	Code, when compliance with this regulation is demonstrated, or disapprove the same in the event of noncompliance; and Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of flood plain regulation. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made; Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure; Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this regulation is required. Establish procedures for administering and documenting determinations of substantial improvement and substantial damage. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA); Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available; Review required design certifications and documentation of elevations specified by this regulation and the Florida Building Code and this regulation to determine that such certifications and documentations are complete; Notify the Federal Emergency Management Agency when the corporate boundaries of Canaveral Port Authority are modified. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”	
Require other permits as needed:		
	The St. Johns River Water Management District or Florida Department of Environmental Protection; section 373.036, F.S. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit per Statute. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act..	All areas
Flood Plain Development standards:		
	Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this regulation shall be drawn to scale and shall include, as applicable to the proposed development: Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary, for review of the proposed development.	All areas

Citation	Statement	Applies to
	Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with the regulation. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with the regulation. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide. Location, extent, amount, and proposed final grades of any filling, grading, or excavation. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection. Existing and proposed alignment of any proposed alteration of a watercourse. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall: Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices. Obtain, review, and provide to applicants' base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate: Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents: For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this regulation and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents. 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. This requirement	

Citation	Statement	Applies to
	does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this regulation. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.	
Flood Plain Inspections:		
	General. Development for which a floodplain development permit or approval is required shall be subject to inspection. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this regulation and the conditions of issued floodplain development permits or approvals. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this regulation and the conditions of issued floodplain development permits or approvals.	All areas
Cape Canaveral		
Building Code Enforcement:		
	As an independent regulatory agency, the Canaveral Port Authority enforces the Florida Building and the Florida Fire Prevention Code with no amendments or exemptions.	All areas
Capital Improvement Plan		
P. 154	Purchase two 60 kw generators for sewer lift stations. $120,000	Retrofit
P. 155	Purchase of additional stormwater pump for basin pump-outs. $40,000.	Retrofit
P. 155	Stormwater outfall upgrades. $40,000 annually through 2020.	Retrofit
P. 135	Clean and restore 4000 feet of the Central Ditch. $400,000	Retrofit
P. 155	Harbor Heights stormwater pipe replacement. $32,000.	Retrofit
P. 155	Construction of exfiltration systems. $20,000 annually through 2020	Retrofit
P. 155	West Central Blvd Pipe Rehabilitation. $250,000	Retrofit
P. 155	Construction of Canaveral City Park exfiltration system. $1,000,000.	Retrofit
P. 151	Construction of North Atlantic Avenue stormwater improvements. $400,000.	Retrofit
Comprehensive Plan		
H.1.9.1	City shall prohibit placement of mobile homes outside of mobile home parks***	All areas
D.1.2.1	City shall require use of existing drainage for new development***	All areas
D.1.1.5	City shall adopt procedures to update stormwater regs every three years***	All areas
D.1.1.2	City shall control drainage of stormwater to minimize impact on system***	All areas
D.1.1.4	City shall control development of storm sewers to facilitate maintenance***	All areas

Citation	Statement	Applies to
SS.1.1.3	City shall work toward elimination of all septic tank systems in city***	All areas
SS.1.1.4	Determine feasibility of retrofitting with updated treatment facilities***Use of septic tank systems for new development prohibited	Retrofit
Land Development Code		
C.106.Art.II	Any development in wetlands shall replace that lost at a 2:1 ratio***	All areas
Ch.34.Art.III	Trees shall be kept pruned and trimmed to prevent hazards to persons***	All areas
Ch.90.Art.II	New construction/substantial improvement made with flood resistant material***	All areas
Ch.90.Art.I.	New nonresidential construction's at least 12" above crown of street***	All areas
Ch.90.Art.II	New construction and substantial improvements shall be anchored***	All areas
Ch.90Art.II.	New construction/substantial improvement use flood-minimizing methods***	All areas
Cocoa		
Future Land Use Element		
FLUE.CPA	The City shall ensure the protection of coastal resources such as marine wildlife, wetland areas, shoreline vegetation and water quality.	
FLUE.P.1.1.8.1	Proposed land use plan amendments shall be coordinated with the Brevard local mitigation strategy and the regional hurricane evacuation study.	
FLUE.P.1.1.8.2	Population densities in the Coastal High Hazard Areas (CHHA) shall be coordinated with the East Central Florida Regional Planning Council Hurricane Evacuation Study, as updated from time to time.	
FLUE.P.1.1.8.3	The City shall implement the applicable recommendations of the Brevard Local Mitigation Strategy as practical and feasible.	
FLUE.P.1.1.8.4	The City shall coordinate proposed land use plan amendments with the Indian River Lagoon Comprehensive Conservation & Management Plan and the Brevard County Manatee Protection Plan.	
FLUE.P.1.1.8.5	Construction of new marinas or improvements to the existing marinas shall be consistent with criteria listed in the Coastal Management Element.	
Sanitary Sewer Element		
SSE.G.4.1	The City of Cocoa will provide cost effective and environmentally sound wastewater treatment services to meet existing and projected demands identified in this Plan.	
SSE.P.4.1.1.8	Sanitary sewer facilities shall be replaced and existing deficiencies shall be corrected based upon the following priorities: A. Any project correcting an immediate threat to the health, safety, or welfare of the City's residents will receive priority over the expansion of a facility or the correction or replacement of a non-threatening facility. B. Any project that will correct an existing deficiency will receive priority over a project to expand the system. C. Projects that will result in the system exceeding the adopted level of service will be denied.	
SSE.P.4.1.2.6	By ordinance, the City shall mandate connection to the City's central sewerage system when available.	
SSE.O.4.1.3	Treatment and Disposal. The existing treatment system will operate at the tertiary level including all appropriate tests and procedures as required by FDEP and any other relevant governmental agency. System modifications and expansion shall include consideration of appropriate changes in treatment level.	
SSE.P.4.1.3.4	The City shall continue the implementation of the reclaimed water system as deemed feasible.	
SSE.P.4.1.3.6	Wastewater reuse for irrigation and other non-potable uses will be expanded into areas throughout the City where customer use is anticipated to be 25% or greater within five years of installation.	
SSE.O.4.1.4	On-site wastewater Disposal. The permitting and installation of additional septic tanks or package plants within the incorporated city limits will be discouraged or prohibited, except where on-site disposal represents the most efficient cost effective and environmentally compatible alternative.	

Citation	Statement	Applies to
SSE.P.4.1.4.4	The City will develop a plan to phase-out septic tank use wherever feasible and cost effective.	
SSE.P.4.1.4.6	Wastewater package plants will only be allowed in the event that sewer capacity is not scheduled to be available or to satisfy on-site pretreatment required by the City.	
SSE.O.4.1.5	Land Development Regulations. The land development regulations shall be evaluated periodically to ensure that future development within the incorporated limits of the City is coordinated with City wastewater plans.	
Stormwater Management Element		
SME.G.6.1	The City shall ensure the provision of a stormwater management system of appropriate capacity and functionality to protect public health and safety, fulfill requirements of the National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Load (TMDL's).	
SME.O.6.1.1	Protect Groundwater Recharge, Natural Drainage Features and Water Quality. The City shall continue to require, through the enforcement of development standards, the protection of groundwater recharge, natural drainage features and surface water quality from the impacts of development.	
SME.P.6.1.1.1	The City's land development regulations shall contain standards that require post-development groundwater recharge equal to or greater than pre-development rates.	
SME.P.6.1.1.2	The City shall include stormwater treatment and associated "best management practices" such as earthen berms, swales, settling basins, retention/detention facilities, filtration facilities, natural vegetation and vegetative buffers, oil/grease baffles and skimmers, porous pavement materials, street sweeping and similar devices and practices intended to improve overall water quality in any adopted design standards and land development regulations.	
SME.P.6.1.1.5	The City shall inspect businesses as needed to protect against illegal dumping or drainage of hazardous, toxic or deleterious substances into the City's stormwater management system for conveyance into receiving water bodies.	
SME.P.6.1.1.6	The City, as required by NPDES permit and the Basin Management Action Plan (BMAP) process, shall collect, compile and evaluate water quantity and quality data for conveyance systems and water bodies that transport and receive flow from stormwater runoff originating from within City Limits. The City will use the surface water quality monitoring program for the purposes of assisting in: A. Establishing baseline or ambient water quality conditions where none presently exist, and updating existing data on present conditions; B. Determining the quality of discharges from particular stormwater outfalls suspected of being significant sources of pollutant discharge; C. Identifying further capital improvements or performance standards for development which are needed to protect aquatic grass beds, wetlands, and water bodies.	
SME.P.6.1.1.7	The City shall maintain a comprehensive inventory of all components of the City's surface water management system as part of the City's Surface Water Management Plan, which will be updated in 2012 and every five years thereafter, to include the determination and identification of: A. Water flow patterns, hydro periods and the boundaries of all drainage basins within the City that receive stormwater from within the City, and those basins that receive stormwater from within and outside of the City; B. Current land uses within each of the identified drainage basins; C. All point source discharges; D. Surface water that does not meet Florida Department of Environmental Protection (FDEP) standards; E. 100-year flood-prone areas, including all floodplains; F. Extent of existing excess (uncommitted) water flow and storage capacity; G. Extent of existing deficiencies, including flow and storage capacities; H. Improvements necessary for the proper operation and management of the Surface Water Management System; and I. Engineering, biological, and other studies needed to develop the prioritized needs, types and locations of public capital improvement projects and additional performance standards for development.	

Citation	Statement	Applies to
SME.O.6.1.2	Maintenance and Operation of Public Stormwater Facilities. The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.	
SME.P.6.1.2.1	Surface water management projects will be implemented in accordance with the adopted Surface Water Management Plan, as updated, and the Capital Improvements Element.	
SME.P.6.1.2.2	The City shall inspect public stormwater management system components and undertake required maintenance on at least an annual basis.	
SME.P.6.1.2.3	The City shall coordinate with various public entities such as the SJRWMD, FDEP, Brevard County, and with various civic organizations, in the preparation and dissemination of information to the public regarding litter control, fertilizers, pesticides and herbicides usage and proper application procedures, and the proper disposal of pollution-causing substances and materials.	
SME.P.6.1.2.4	The City shall continue to implement and update the Surface Water Management Plan. Specifically, the plan will contain such elements as the following as they are developed by the City or other agencies acting to protect and enhance the waters outlined in the plan: (A) Determine the boundaries of all drainage basins within the City limits to which stormwater within the City drains and the boundaries of all drainage basins, within and outside of the City limits, from which the City receives drainage; (B) Identify, quantify, and prioritized flooding situations by magnitude, frequency and severity of impact, including the ability of existing wetlands and water bodies to assimilate stormwater, based on an analysis of plant communities, without degrading the vitality of the natural wetland communities; (C) Develop a plan for solving or avoiding flooding situations including a preferred alternative and at least one alternative solution for each flooding situation that will accomplish significant reduction or elimination of pollutants in both stormwater and point source discharge from reaching receiving water bodies and wetlands for each drainage basin. Solutions shall make use of non-structural methods, including performance standards for development, wherever possible; (D) Assess the general vitality and distribution of grass beds in water bodies as well as natural wetland plant communities in wetlands for those water bodies which currently receive, or can reasonably be expected to receive in the future, stormwater or point source discharges from within the City limits. Where grass beds for wetland plant communities have been or may be adversely affected by stormwater or point source discharges, develop specific strategies and an implementation schedule for eliminating these adverse impacts; (E) Design and implement a surface water monitoring protocol, including: (1) Identification of the entity charged with the responsibility of carrying out this work; (2) The type, location, and frequency of monitoring; and (3) Where the monitoring program indicates permit violations or degradation of the receiving waters or wetlands or their grass beds or plant communities, requires that retrofitting, replacement, or redesign of stormwater systems or point source discharges must be done. (F) Identify prioritized actions regarding flood control and abatement, stormwater management, environmental and resource protection and water pollution control problems, needs, issues and opportunities; (G) Identify performance standards needed to assure protection of water quality and water flow regimes and native plant communities in wetlands and water bodies; and (H) Identify the entity assigned the responsibility of undertaking or overseeing each recommended action.	
SME.O.6.1.4	Stormwater Facilities Capacity. The City shall maximize the use of existing stormwater management facilities and require new development to construct facilities to achieve and maintain adopted stormwater management level of service standards that fulfill NPDES and TMDL mandates for stormwater quality and quantity.	

Citation	Statement	Applies to
SME.P.6.1.4.1	The City, as part of the Surface Water Management Plan updates, shall identify and perform a comparative analysis of all capital, operational and maintenance costs associated with the identified preferred and secondary alternatives intended to address flooding, pollution control and environmental degradation problems and needs, including the following: A. The estimated costs of undertaking individual actions involving public construction projects or major manpower commitments and an economically feasible funding source for each; B. The proposed prioritized plan of implementation; C. The recommended time schedule for undertaking the prioritized actions, based on levels of degradation suffered by or anticipated for wetlands and water bodies, financial capabilities and time requirements to undertake the individual actions; and D. The list of necessary revisions to the Capital Improvements Element, including the Five-year Schedule of Capital Improvements, to reflect the prioritized actions which involve funding commitments.	
SME.P.6.1.4.2	Every five years, the City shall publish reports describing data obtained and progress made toward accomplishing the goals of the Surface Water Management Plan.	
SME.P.6.1.4.3	The City shall utilize funds from the stormwater assessment fee for correcting deficiencies in the public stormwater management system and funds from the stormwater utility service fee to provide funding for financing proposed improvements related to new development.	
SME.P.6.1.4.4	New development shall design stormwater management systems to meet the rules and criteria established by the City of Cocoa, the SJRWMD and the Florida Department of Environmental Protection, as applicable.	
SME.P.6.1.4.5	At a minimum, the existing stormwater management systems and current levels of service shall be maintained. The City shall achieve and maintain the following adopted stormwater management level of service (LOS) standards for new development and redevelopment: STORMWATER MANAGEMENT DESIGN STORM EVENT 25-year frequency/24-hour duration event ON-SITE STORMWATER MANAGEMENT Retention of the first one inch of rainfall runoff for areas of one acre or more; or retention of first one-half inch of rainfall runoff for drainage areas of less 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	
SME.P.6.1.4.6	The City shall inspect individual on-site stormwater treatment facilities following their construction and periodically to ensure proper operation and maintenance.	
SME.O.6.1.5	Sustainable Stormwater Management Strategies. The City shall encourage the use of sustainable, low impact development (LID) strategies to address stormwater management for developments ranging from individual building sites, to subdivisions, to large planned developments.	
SME.P.6.1.5.1	The City shall coordinate with local, regional, state and federal agencies to provide educational materials and forums to the public and the development community on the value and benefits of sustainable stormwater management facilities design.	
SME.P.6.1.5.2	For new construction or redevelopment of City buildings and facilities, the City shall utilize LID principles to the extent practicable to address stormwater management needs and to model innovative techniques: • Manage stormwater as close to its origin as possible by using many small-scale LID techniques. • Create a site design that slows surface flows and increases the amount of time stormwater flows over the site. • Increase the reliability of the stormwater system by using multiple, redundant stormwater controls. • Integrate stormwater controls into the design of the site and use the controls as site amenities. • Reduce the reliance on traditional collection and conveyance stormwater practices.	

Citation	Statement	Applies to
SME.P.6.1.5.3	The City shall consider updating land development regulations to permit innovative LID techniques in the design of stormwater management facilities for development and redevelopment sites including, but not limited to the following: • Bioretention cells or swales (also known as rain gardens); • Cisterns and rooftop rainwater harvesting; • Permeable concrete pavers or pavement.	
Conservation Element		
CE.O.12.1.8	Hazardous Waste and Materials. The City shall coordinate with Brevard County to establish procedures and regulations which support State and County hazardous material management objectives, and which will reduce the number of sites at which improper use, storage or disposal of hazardous materials occurs.	
CE.P.12.1.8.1	The City shall coordinate with the FDEP and Brevard County in the establishment of Amnesty Days for the collection of hazardous domestic wastes.	
CE.P.12.1.8.2	The City shall ensure that businesses which store, generate, or transport hazardous wastes or materials do so in accordance with Federal and State guidelines and regulations.	
CE.P.12.1.8.3	Industrial parks which include tenants who use hazardous materials or generate hazardous wastes shall be required to: (a) prepare hazardous materials spill containment and clean-up plans; (b) design drainage and sewer facilities to prevent the contamination of soils, groundwater or surface waters from hazardous materials spills; and (c) provide interim storage facilities for hazardous wastes generated on-site.	
CE.P.12.1.8.4	The City shall provide the greatest support practical to Federal, State and County hazardous waste and materials management programs.	
CE.O.12.1.9	Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.	
CE.P.12.1.9.1	In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City's Flood Damage Prevention ordinance shall be updated as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provision of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.	
CE.P.12.1.9.2	Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation	
CE.P.12.1.9.3	The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.	
CE.P.12.1.9.4	The City shall encourage public and private agencies, including but not limited to the Florida Department of Environmental Protection, the Florida Game and Freshwater Fish Commission, the St. Johns River Water Management District, The Nature Conservancy, The Trust for Public Lands and Brevard County, in acquiring wetlands and floodplains.	
Coastal Management Element		
CME.O.9.1.4	Public Expenditures in Coastal High Hazard Area. The use of public funds for infrastructure improvements which subsidize increased development in the Coastal High-Hazard Area (CHHA) will be restricted to those projects which restore or enhance natural resources and/or part of the City's Redevelopment Plan.	
CME.P.9.1.4.1	The CHHA is delineated as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.	
CME.P.9.1.4.2	Public expenditures for capital improvements that promote public access and use of coastal areas shall be reviewed through the annual budget process to minimize loss potential.	

Citation	Statement	Applies to
CME.P.9.1.4.3	The use of local funds to subsidize new development in the CHHA shall be thoroughly considered prior to public investment and limited in most cases.	
CME.O.9.2.1	Coastal High Hazard Area (CHHA). The City shall continue to direct population concentrations away from the CHHA through implementation of the future land use map, land development code and through the development review and approval process.	
CME.P.9.2.1.1	The City shall continue to evaluate non-conforming land uses within the CHHA.	
CME.P.9.2.1.2	In order to continue to direct population away from the CHHA, the increase of densities of properties within the CHHA shall be discouraged from the time of this plan's adoption.	
CME.O.9.2.2	Evacuation Times. The City shall cooperate with Brevard County to ensure evacuation times are maintained or reduced and to ensure efficient evacuation of threatened residents to areas of safety in the event of a natural disaster.	
CME.P.9.2.2.1	In the event of a hurricane emergency the City will respond to the direction of the Brevard County Office of Emergency Management in the implementation of emergency plans. Coordinated emergency activities will include, but are not limited to warning, public information, communications, evacuation, public shelters and related welfare services.	
CME.P.9.2.2.2	The City will continue to require that development and redevelopment activities minimize the risks to life and property from natural disasters by evaluating the effects on evacuation times within the hurricane vulnerability zone.	
CME.O.9.2.3	Post-Disaster Redevelopment Plan. The City shall develop a post-disaster redevelopment plan (PDRP) to establish, at minimum, long-term policies regarding redevelopment, infrastructure, densities, nonconforming uses, and future land use patterns.	
CME.P.9.2.3.1	The City shall adopt a post-disaster redevelopment plan by 2014.	
CME.P.9.2.3.2	Appropriate redevelopment activities in the Coastal Planning Area will be conducted through means which will preserve and improve residential neighborhoods, eliminate unsafe conditions; identify, preserve, and improve historic resources and significant historic structures, sites, neighborhoods, and districts; preserve and improve natural resources; encourage recreational opportunities; and encourage appropriate commercial uses.	
CME.P.9.2.3.3	Guidelines for post-disaster redevelopment and hazard mitigation will continue to be developed and included in the City's land development regulations. These guidelines will be designed to reduce or eliminate the exposure of human life and limit repeat damage to public and private property due to hurricane hazards. The guidelines will incorporate Brevard County's Local Mitigation Strategies into recommendations on hazard mitigation and other applicable interagency reports, as well as applicable chapters of the City Code or articles thereof.	
CME.P.9.2.3.4	Post-disaster redevelopment will be coordinated jointly by the Community Development, Public Works, and Code Enforcement departments and, if applicable, with the Federal Emergency Management Agency. Priority will be given to those post-disaster tasks needed to protect the health and safety of the public, restore public services and repair damaged infrastructure.	
CME.P.9.2.3.5	The City shall continue to participate in the National Flood Insurance Program.	
CME.P.9.2.3.6	Procedures for post-disaster action shall include a system for distinguishing between immediate repair and clean-up actions needed to protect the public health and safety, versus long-term repair and redevelopment activities.	
CME.P.9.2.3.7	Reconstruction shall be required to meet current standards for coastal construction, so as to reduce future exposure.	
CME.P.9.2.3.8	Recommendations provided by local agencies and in interagency hazard mitigation reports will be reviewed as available and will be implemented as feasible.	
CME.O.9.2.5	Infrastructure in the Coastal Planning Area. Level of service standards and service areas for the City as a whole, as adopted in the Capital Improvements Element, will apply to the infrastructure within the coastal planning area.	
CME.P.9.2.5.1	Phasing of infrastructure will occur according to the Capital Improvements Element and in accordance with development regulations adopted subsequent to this plan with specific consideration given to protection of coastal resources.	

Citation	Statement	Applies to
CME.P.9.2.5.2	The level of service standards adopted in other elements of this Comprehensive Plan shall apply within the coastal planning area.	
CME.P.9.2.5.3	Consideration shall be given to alternative locations of infrastructure if located in the coastal high hazard area to reduce potential public losses.	
Zoning Code		
Art. XI. Sec.	All mobile homes located on masonry foundation and tied down per MHMA***Pertains to structures not related to natural resource protection, public access, recreation or coastline protection.	All areas
Art. XIII. Sec.	Established drainage must not be altered to adversely affect other property***	All areas
Chapter 6, Buildings, Construction and Property Regulations		
Ordinance 12-2014 Floodplain Management	The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.	All areas
Cocoa Beach		
Building Code		
P.2Ch.6Art.1	New or redevelopment set to grades to preclude flooding from excessive rain***	All areas
Capital Improvement Plan		
CIP	New hurricane hardened Police Station	Retrofit
CIP	New hurricane hardened City Hall	Retrofit
CIP	Minor swales. $10,000 annually	Retrofit
CIP	Slipline pipes. $20,000 annually	Retrofit
CIP	Dune restoration	Retrofit
CIP	Rehabilitation of Sewer Systems: The purpose of this program is to repair and rehabilitate the sewer collection system lines and alleviate inflow and infiltration to the lift stations and the wastewater treatment plant.	Retrofit
CIP	Minutemen Streetscape & Stormwater Improvement: The purpose of this project is to revitalize and green up the City's main street while providing storm runoff retention and treatment to protect both surface waterway and groundwater.	Retrofit
CIP	Downtown Low Impact Design (SWLID2): The purpose of this project is to revitalize and green up the City's Downtown District while providing storm runoff retention and treatment to protect both surface waterway and groundwater.	Retrofit
CIP	Downtown Low Impact Design (SWLID3): The purpose of this project is to revitalize and green up the City's Downtown District while providing storm runoff retention and treatment to protect both surface waterway and groundwater.	Retrofit
CIP	Project Completed- Constructed new hurricane hardened Public Works Buildings (used existing wastewater treatment plant emergency generator);	Retrofit
CIP	Project Completed- Constructed new hurricane hardened Fire Station with emergency generator	Retrofit
Comprehensive Plan		
FLUE.P.I.1.2	Higher density and intensity development shall be directed into those locations which have proper access to the existing transportation system, minimal environmental constraints, sufficient stormwater treatment capacity, compatible land uses, and readily available sewer and water infrastructure	All areas
FLUE.P.I.5.6	Development within areas subject to 100-year flooding due to soil conditions or hydrology shall not increase expected flood levels for adjacent properties or reduce receiving surface water body quality below established levels.	All areas

Citation	Statement	Applies to
FLUE.P.I.7.1	Development orders or permits for new development or redevelopment within the 100-year floodplain or coastal high hazard area shall be issued only after a finding that the proposed development or redevelopment complies with the building elevation requirements established on the Flood Insurance Rate Maps (FIRM's).	All Facilities
FLUE.P.I.7.4	Structures receiving damage from coastal storms or flooding in excess of 50% of their replacement cost at the time of the damage may be rebuilt to their original square footage and density, provided they comply with: (a) Federal requirements for elevation above the base flood elevation; (b) Building code requirements for flood-proofing; (c) Current building and life-safety codes; and (d) FDEP's CCCL requirements	All areas
FLUE.P.II.1.10	In the Downtown Area the City must encourage low impact design, as identified in the Downtown Cocoa Beach Community Redevelopment Agency (DCBCRA) Community Redevelopment Plan to improve stormwater management.	All areas
IE.P.VI-A.4.4	New Development requesting connection to the City's effluent system shall submit plans to the City' Utilities Department. The City has the right to deny service to new development if the addition of the new service will negatively impact the provision of service to the existing users of the effluent system.	All areas
HE.P.II.2.3	If greater than 25% of the residential structures in a neighborhood (but not less than five) are determined to be "substandard/deteriorated" or "substandard/dilapidated" (based on the standards identified in Policy II. 2.1), that neighborhood shall be considered to be in danger of deterioration, and the City will develop a plan for the stabilization of the neighborhood within two years of such determination.	All areas
HE.P.II.6.1	Because structural damages resulting from the repetitive coastal storms and flooding continually lower the value of the flooded properties, the City shall explore acquisition and relocation projects (with assistance from the State and federal governments) in severely flooded areas.	All areas
CME.P.III.4.6	The removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand shall be prohibited.	
CME.P.III.8.7	Structures suffering repeated damage to pilings, foundations or load-bearing walls shall be relocated landward of their present location, or modified as necessary to mitigate future storm damage.	
CME.O.III.5	To limit the expenditure of public funds that subsidize development permitted in coastal high hazard areas.	
CME.O.III.5.1	Publicly funded infrastructure shall not be constructed within the CHHA unless the expenditure is for: (a) Restoration or enhancement of natural resources or public access; (b) Retrofitting of stormwater management facilities for water quality enhancement (of runoff) or the construction of storm sewer outfalls; (c) Flood-proofing public facilities; (d) Development or improvement of public roads or bridges which are included in the Metropolitan Planning Organization's (MPO's) long-range plan, or will serve a crucial need by reducing or maintaining evacuation times; (e) A public facility of overriding public concern, as determined by the City Commission; (f) Reconstruction of a seawall that is essential to the protection of existing public facilities or infrastructure; or (g) Land application of treated effluent (irrigation) of public and private open spaces.	
CME.P.III.5.3	All new and improved public facilities constructed within the City shall be flood-proofed to minimize damage from flooding and coastal storms	
CME.P.III.7.3	The City shall designate no public shelters nor make plans to shelter any segment of the City's permanent or seasonal populations (including tourists) within the City of Cocoa Beach in the event of an approaching hurricane.	
CE.O.IV.4	To protect and conserve the natural functions of soils, rivers, floodplains and wetlands.	
CE.P.IV.4.1	The City shall require that appropriate methods of controlling soil erosion and sedimentation to help minimize the destruction of soil resources be used during site development and use.	

Citation	Statement	Applies to
CE.P.IV.2.16	The City shall implement a program of shoreline improvements and restoration on publicly owned or controlled riverfront lands, including: (a) The creation or restoration of vegetated shorelines on public lands; (b) The removal of exotic invasive plant species from natural and filled shorelines; and (c) the replacement of rip-rap and seawalls with naturally sloped and vegetated shorelines	
Indialantic		
Code of Ordinances		
Sec. 17-106.2 Prohibited Signs	All signs which will constitute a hazard or potential menace to life or limb or which will endanger public safety in any manner.	All Facilities
SEC.17-106.1 Signs	All signs shall be able to with stand the force of 130 MPH winds.	All Facilities
Comprehensive Plan		
	Mitigation expenditure for replacement of emergency generator for Town Hall for fiscal '15-- $61,500	
	Storm drainage improvements for fiscal '16-- $50,000	All Utilities
	Storm drainage expenditure for fiscal '15--$71,129	All Utilities
CCME.P.1.4	Review stormwater management ordinance to insure Lagoon protection***	All areas
CCME.P.1.5	Participate in beach and dune renourishment programs***	All Facilities
CCME.P.1.9	Protect and conserve water recharge areas, beaches, marshes***	All areas
CCME.P.2.1	First priority for water-dependent uses shall be recreational facilities***	All areas
CCME.P.4.1	Only maintenance funds will be expended on infrastructure in CHHA***	All areas
FLUE.1.1	Adopt regulations for areas that flood, provide drainage***	All areas
FLUE.4.1	Educate residents to effects of fertilizer runoff and dumping of debris***	All areas
FLUE.4.4	Continue to use and enforce water shortage ordinance***	All areas
FLUE.5.1	Project evacuation impact of Town on overall Beaches evacuation plan***	All areas
IE. 2.1.3	Discharge of untreated stormwater runoff from new development is prohibited	All areas
IE. 4.3	Promote water conservation devices and evaluate need to require them***	All areas
IE.1.3	Supports water/sewer line improvement to reduce cost to environment***	All areas
IE.2.1.2	After stormwater study, adopt policies to reduce untreated runoff***	All areas
IE.4.1	Ensure all areas of Town have proper size water lines for fire protection***	All areas
IE.4.2	Ensure that all water lines are flushed to provide sediment free water***	All areas
IE.5.1	Encourage return water conservation from water-to-air units in older houses***	All areas
Policy 7.1	Drainage improvements of $50,00 annually through 2018.	All Utilities
Policy 7.1	2009/10 FEMA $26,250 plus general fund $8750 for fire station bay door and window hardening.	Government Facilities Only
Policy 7.1	2010/11 $40,000 from general fund for replacement of Town Hall emergency generator	All areas
Indian Harbour Beach		
Building Code		
BHC.Sec.109	Adoption of flood hazard boundary maps and flood insurance rate maps***	All areas
BHC.Sec.20-2	No unsanitary sewage, industrial waste, etc. shall be discharged into drain***	All areas
BHC.Sec.6-109	Intent and purpose to comply with Federal Flood Insurance requirements***	All areas
BHC.Sec.6-145	All new structures must comply with Coastal Zone Protection Act of 1985***	All areas
BHC.Sec.6-112	Water supply systems shall minimize infiltration of floodwaters***	All areas

Citation	Statement	Applies to
BHC.Sec.6-112	Construction/improvement lowest floor no lower than BFE or 6 1/2' above MSL***Applies to all new or substantial improvement of residential and non-residential construction. In all A zones, may be flood proofed in lieu of being elevated provided areas are watertight. Elevated buildings with foundation below BFE shall be designed for parking, access or storage.	All areas
BHC.Sec.6-145	Encroachments in floodways prohibited unless certified by engineer***	All areas
BHC.Sec.6-145	No variance will be granted if flood heights or safety are compromised***$2,265,000 1998-99	All areas
BHC.Sec.8.5-3	No person shall intentionally cause the release of hazardous material***	All areas
Capital Improvement Plan		
CIE.P.C1-4.2	Developers must provide on-site facilities for sanitary sewer, water, etc.***	All areas
CIE.P.CI-5.1	Developers must provide sewer, drainage, lessening public expenditure***	All areas
CIE.P.CM-11.1	City requires developers to finance, install water, sewer lines, streets***	All areas
CME.P.CM-2.2	Enforce ordinances minimizing excess freshwater runoff, pollution sources***	All areas
Comprehensive Plan		
AR.P.AR-1.1	Regulate land use to protect functions of drainage and recharge***	All areas
CE.P.C-1.2	Prohibit non-permitted open burning of trash and debris***	All areas
CE.P.C-2.1	Enforce Stormwater Management Ordinance controlling runoff***	All areas
CE.P.C-2.5	Ensure that LDR require availability of potable water prior to development***	All areas
CE.P.C-5.2	Cooperate with all appropriate agencies in planning for hazmat problems***	All areas
CME.CM-4.4	No new construction permitted that threatens dune systems or beach***	All areas
CME.P.CM-3.1	Establish priorities for shoreline uses, standards for development***	All areas
CME.P.CM-3.2	Review, enforce hazard mitigation regulations related to building practices***	All areas
CME.P.CM-4.1	Monitor beachfront development to insure dune system preservation***	All areas
CME.P.CM-5.2	Require developers to install infrastructure***	All areas
CME.P.CM-6.1	City shall discourage development in coastal high-hazard areas***	All areas
CME.O.7	The City shall work toward reducing its local hurricane evacuation times based upon the most current Brevard County Emergency Management Plan.	All areas
CME.P.CM-7.4	City shall limit development that increases hurricane evacuation times***	All areas
CME.O.8	The City shall continue to improve its post disaster redevelopment plan which will reduce the exposure of human life and public and private property to natural hazards.	All areas
CME.P.CM-8.2	Post-disaster redevelopment planning based on reduction of risk to life***	Redevelopment
D.P.D-1.3	City shall control drainage of stormwater to minimize impact on system***	All areas
D.P.D-1.4	Control development of storm sewers to insure maintenance of canals***	All areas
D.P.D-2.2	Enforce stormwater management ordinance for runoff retention***	All areas
D.P.D-2.5	Determine feasibility of updating storm treatment facilities***	Retrofit
FLUE.P.LU-5.1	Continue to monitor density of developments, especially in high-hazard area***	All areas
PW.P.PW-1.2	Developers are required to install potable water distribution facilities***	All areas
PW.P.PW-2.2	Adopts Melbourne's LOS at 120 gallons per capita per day***	All areas
SS.P.SS-1.2	Developers required to install sewage collection facilities***	All areas
SS.P.SS-1.3	Septic tanks for new development are not permitted***	All areas
Land Development Code		
Sec. 101-24	Proposed development must provide for construction of stormwater system***	All areas
Sec. 101-27	Hazardous waste disposal systems adequately maintained for development***	All areas
Sec. 101-28	Fire protection systems adequate to serve needs of development***	All areas
Sec. 108-4	Specific prohibitions on development in wetlands***	All areas

Citation	Statement	Applies to
Sec. 108-5	Mitigation shall occur at ratio of 2:1 for replacement of wetlands***	All areas
Sec.101-25	Potable water service to be provided prior to CO issuance for development***	All areas
Sec.101-26	Wastewater collection, treatment and disposal available prior to occupancy***	All areas
Malabar		
Capital Improvement Plan		
IE.4-4.1.1	Require retention of open space for all development to preserve aquifer***	All areas
Code of Ordinances		
9.3.2	Minimize expenditure of public money for costly flood control projects.***Refers to alterations of isolated 100-year floodplain	All areas
9.3.6	...providing for the sound use and development of flood-prone areas...***	All areas
9.3.7	Ensure ... home buyers are notified that property is in a flood area.***	All areas
9.5	Basis for establishing areas of special flood hazard.***	All areas
9.5	Variances shall not be issued within any designated floodway ...***	All areas
9.5.11	The costs of providing gov. services during and after flood conditions...***	All areas
9.5.3	The susceptibility of the proposed facility ... to flood damage ...***	All areas
9.5.9	The safety of access to the property in times of flood ...*** Refers to alteration of isolated 100-year floodplains	All areas
9.91	General standards for all areas of special flood hazard.***	All areas
9.91	(1) Residential construction ... no lower than the base flood elevation...***	All areas
9.91.(3)b	Electrical, plumbing ... prohibited below the base flood elevation.***	All areas
9.91.(4)a	(4) Floodways ... Prohibit encroachments ...***refers to alteration of isolated100-year floodplains	All areas
9.91.3	New construction ... shall be constructed ... resistant to flood damage.***Refers to alteration of isolated 100-year floodplains	All areas
9.91.4	New construction ... shall be constructed [to] ... minimize flood damage.***	All areas
9.93	... areas of special flood hazard...designated as shallow flooding areas.***Refers to alteration of isolated 100-year floodplains	All areas
9.93.1.a	All subdivision proposals shall ... minimize flood damage.***	All areas
9.93.1.b	All subdivision [utilities] ... constructed to minimize flood damage.***Excepting parks and recreation	All areas
9.93.1.c	... adequate drainage to reduce exposure to flood hazards.***	All areas
9.93.1.d	Base flood elevation data shall be provided for subdivision proposals ...***	All areas
III.1.3.3.1	Individual septic tanks ... must receive development orders ...***	All areas
III.1.3.3.3	Regulating Use of Septic Tanks and Wastewater Disposal Fields***	All areas
IV.1.4.1.1	stormwater/flood protection permits required for all development***	All areas
IV.1.4.1.4	Conserve and protect the natural environment ...***	All areas
IV.1.4.1.G	Flood Prone Land and Wetland Preservation...***	All areas
VIII.1.8.11	Surface water management permit application and review procedures.***Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas.	All areas
VIII.1.8.2	...responsible stormwater management and flood protection practices...***	All areas
VIII.1.8.5	Surface water management permit application and review procedures.***Ensure that potential home buyers are notified that property is in a flood area.	All areas
VIII.1.8.8	Additional stormwater management policy for flood hazard zones...***	All areas
VIII.1.8.8.1	Additional stormwater management policy for flood hazard zones...***	All areas
VIII.1.8.8.2	The velocity of the regulatory flood must not be adversely altered...***	All areas
VIII.1.8.8.5	The flood protection elevation shall be set for each project...***	All areas

Citation	Statement	Applies to
VIII.1.8.8.6	... lowest floor elevated to the flood protection elevation ...***	All areas
VIII.1.8.8.7	... lowest floor elevated to the flood protection elevation ...***	All Permit Applications
VIII.1.8.8.9	Sewage, potable water supply systems ... flood protection elevation.***	All areas
XVII.1.17.1	Requirements for Central Water Systems***The areas of special flood hazard identified by the Federal Emergency Management Agency in its report entitled "Flood Insurance Study for the Town of Malabar," dated March17, 2014, with accompanying flood boundary-floodway map, and the flood insurance study including wave heights...	All areas
Comprehensive Plan		
CE.6-1.2.2	Agricultural activities shall not be conducted adjacent to waterways***	All areas
CE.6-1.2.3	New development in service area must connect to wastewater system***	All areas
CE.6-1.2.4	Requires new development to preserve shoreline vegetation and requires coastal preservation. 99% of Town coastline is “no build area”***	All areas
CE.6-1.2.7	Where non-potable water is available for irrigation must be used***	All areas
CE.6-1.4.1	No wetland development except passive recreation, open space, etc.***	All areas
Chapter 4 p. 4.6 Drainage Analysis	Install baffle boxes along lagoon	Required Retrofit Only
Chapter 4 p. 4.6 Drainage Analysis	Retrofit ditches	Required Retrofit Only
CME..5-1.1.1	Implement policies to protect the Indian River Lagoon***	All areas
CME.1.1.3	Incorporate criteria in land regs that no native vegetation be removed***	All areas
CME.5-1.1.1	Adopt wetlands protection ordinance to prohibit development***	All areas
CME.5-1.1.5	Coastal development shall not alter tidal flushing/circulation patterns***	All areas
CME.5-1.3.1	Town-funded public facilities shall not be built in CHHA***	All areas
CME.5-1.4.1	Incorporate policies to direct population concentrations away from CHHA***	All areas
CME.5-1.7.5	Structures receiving damage of more than 50% must meet current laws***	Redevelopment
FLUE.1-1.3.3	New industry shall not endanger groundwater quality or potable water supply***	All areas
FLUE.1-3.1	Management of land will be coordinated with natural systems, infrastructure***	All areas
FLUE.1-3.1.3	Development regs revised to regulate flooded areas, drainage, recharge***	All areas
FLUE.1-3.5.2	Land development code will protect Indian River Lagoon, drainage, recharge***	All areas
FLUE.1-3.5.5	Developer/owner responsible for managing on-site runoff***	All areas
FLUE.1-3.5.6	Potable water supply conserved by enforcing standards of development	All areas
HE.3-1.3.1	Prohibit structures including mobile homes not hurricane resistant***	All areas
IE.4-1.3.1	Septic tank and package treatment plants stay in service until centralized***	All areas
IE.4-2.1	Reconcile existing service deficiencies with coordinative projects***	All areas
IE.4-3.1.3	Town shall implement adopted master stormwater drainage plan***	All areas
IE.4-4.1.3	Amend stormwater regs to require runoff retention to recharge groundwater***	All areas
Land Development Code		
94-4Sec.IX.P	Proposed use shall not generate hazardous waste without approved	All areas
Or.94-3.Sec.	Residential sites in aquifer recharge area without central water, 2/u/acre***	All areas
Ord.94-3.Sec	Impervious surface ratio of 50% for single family residence and 50% open***	All areas
Ord. 2014-02	Amends Chap. 9 adopting flood hazard maps; designating floodplain administrator; adoption procedures and criteria for development on flood hazard areas; providing for definitions; adoption local administrative amendment to the Florida Building Code; amending section 6-1 of the codes of ordinances***	All areas
Melbourne		

Citation	Statement	Applies to
Building Code		
IE.O1.P27	Acquire property to ensure proper maintenance of facilities on private land***(e)Hazardous materials discharge shall be prohibited. No entity and/or individual shall discharge into any stream, lake, the ground, the air, the public sewer or stormwater management system, any hazardous materials defined in this section or which would be harmful or dangerous to persons, animals or	All areas
Capital Improvement Element		
CIE.O.1.2	Public expenditures that subsidize development in the coastal high hazard areas will be limited to those improvements that are consistent with the Future Land Use Element, Coastal Management Element and Conservation Element.	All areas
CIE.P.1.2.1	The City shall expend funds in coastal high hazard areas for the replacement and renewal of existing public facilities, consistent with this comprehensive plan.	All areas
CIE.P.1.2.2	The City shall continue to provide or require provision of recreational facilities within coastal high hazard areas as needed, consistent with this comprehensive plan.	All areas
CIE.P.1.2.3	The City shall continue to expend funds to maintain existing facilities and services at their existing capacity and level-of-service.	All areas
CIE.P.1.4.3	The City shall continue to maintain an inventory of any existing hazards within the City by using the hazards analysis and hazards mitigation criteria established within the Brevard County Comprehensive Emergency Management Plan and shall also identify any grant sources available to mitigate the hazards listed on the hazard inventory.	All areas
Stormwater Projects		
SW Improvements	North Riverview Dr. treatment $150,000	Required Retrofit
SW Improvements	Beachside-drainage treatment $50,000	Required Retrofit
SW Improvements	Dairy Road—Kanawha drainage improvements $150,000	Required Retrofit
SW Improvements	TMDL treatment—SW Canal $850,000	Required Retrofit
SW Improvements	North Sarno Retrofit1 $250,000	Required Retrofit
SW Improvements	Retrofit stormwater devices— Olde Eau Gallie/Downtown Melbourne $500,000	Required Retrofit
SW Improvements	S. Expansion Streetscape Phase I $225,000	Required Retrofit
SW Improvements	Headwalls at Various Locations $500,000	Required Retrofit
SW Improvements	Water Quality Master Plan $1,250,000	All Areas
SW Improvements	Sherwood Park Water Quality $500,000	Required Retrofit
SW Improvements	Eau Gallie Dam Demucking $200,000	Required Retrofit
SW Improvements	Line Street Water Quality $575,000	Required Retrofit
SW Improvements	House of Lights Quality Control Retrofit $550,000	Required Retrofit
SW Improvements	Lime Street SW Quality Retrofit $300,000	Required Retrofit
SW Improvements	Garfield St. North SW Quality Retrofit $800,000	Required Retrofit
SW Improvements	Garfield St. South SW Quality Retrofit $900,000	Required Retrofit
SW Improvements	Autumn Woods Quality Retrofit $27,5000	Required Retrofit
Water/Wastewater Projects		
W/W Improvements	Replacement of 2", 4", & 6" water lines $3,750,000	Required Retrofit
W/W Improvements	Construct 10" waterline to the Willows Subdivision $40,000	New Construction
W/W Improvements	Additional high service pump at SWTP $700,000	Required Retrofit
W/W Improvements	Construct a new 36" water transmission main from WTP to McGraw $926,160	New Construction
W/W Improvements	Construct enclosure for filtration basins $1,200,000	New Construction
W/W Improvements	Construct a north booster discharge main $880,000	New Construction

Citation	Statement	Applies to
W/W Improvements	Relocate 20" water main around airport $1,750,000	New Construction
W/W Improvements	Construct a 16" water main crossing the Indian River $8,750,000	New Construction
W/W Improvements	Additional water storage facilities $1,600,000	New Construction
W/W Improvements	Replacement odor control system $1,500,000	Required Retrofit
W/W Improvements	Replace deteriorated sewer force mains $8,750,000	New Construction
W/W Improvements	Install new D.B. Lee WRF gravity interceptor $1,600,000	New Construction
W/W Improvements	Install new western lift station and force main to D.B. Lee WRF gravity interceptor $1,500,000	New Construction
W/W Improvements	Renovate lift stations including installing permanent standby generators $8,750,000	Required Retrofit
W/W Improvements	Install lift station #6 force main $2,220,000	New Construction
W/W Improvements	Rehabilitate sewer lines $8,138,200	Required Retrofit
W/W Improvements	Install new force main from western FM to Hibiscus gravity sewer $1,375,000	New Construction
W/W Improvements	Grant St. WRF Reuse Improvements Phase 2 $5,650,000	New Construction
W/W Improvements	Rehabilitate sanitary sewer manholes $2,559,133	Required Retrofit
W/W Improvements	New lift station (Dairy Road location) $675,000	New Construction
W/W Improvements	Facility improvements at Grant Street WRF $6,800,000	New Construction
City Code		
II.12.41.3	Prohibit the placement of manufactured homes (mobile homes),...***(c) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Section 50.52(6)(b), and the elevation standards of subsection (A)(1) above are met.	All areas
II.13.2.a	The flood hazard areas of the city ...***The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.	All areas
II.13.2.b	... occupancy in flood hazard areas by uses vulnerable to floods ...***The safety of access to the property in times of flood for ordinary and emergency	All areas
II.13.3.1	Restrict or prohibit uses which are dangerous to health, safety ...***The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.	All areas
II.13.3.2	Require that uses vulnerable to floods ...***Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.	All areas
II.13.3.3	Control the alteration of natural floodplains, stream channels ...***General standards for all areas of special flood hazard.	All areas
II.13.3.4	Control filling, grading, dredging and other development ...***New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.	All areas
II.13.3.5	Prevent or regulate the construction of flood barriers ...***New construction or Substantial improvements shall be constructed by methods and practices that minimize flood damage.	All areas
II.13.4.1	To protect human life and health...***(1) Residential construction. New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection (3)	All areas
II.13.4.2	To minimize expenditure of public money for costly flood control projects***b. Electrical, plumbing, and other utility connections are prohibited below the base flood elevation.	All areas

Citation	Statement	Applies to
II.13.4.3	To minimize the need for rescue and relief efforts associated with flooding***(4) Floodways. Located within areas of special flood hazard established in section 9-5 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris and potential projectiles and has erosion potential, the following provisions shall	All areas
II.13.4.4	To minimize prolonged business interruptions***a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during	All areas
II.13.4.5	To minimize damage to public facilities and utilities ...***b. If subsection (4)a. above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.	All areas
II.13.4.6	... sound use and development of floodprone areas ...***All subdivision proposals shall be consistent with the need to minimize flood damage.	All areas
II.13.4.7	... potential home buyers are notified that property is in a flood area.***All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood	All areas
II.27.17	Uncontrolled drainage ... has a significant adverse impact upon the health***1. It shall be illegal and subject to the penalties provided herein for any person to construct, or arrange for, authorize, or participate in the construction of a development project within the incorporated area of the Town of Malabar without first obtaining a valid permit to construct either a stormwater management system (hereinafter referred to as a Type A Permit) or a flood protection-stormwater management system, when applicable, (hereinafter referred to as Type B Permit) pursuant to this ordinance.	All areas
II.27.17.7	Improperly managed storm water runoff ... flooding ...***When a development project is determined to be within a flood hazard zone according to the procedure set forth in Section 1-8.7(20)(a)--(e) [1-8.7(19)(a)--(e)], a Type B Permit shall be required and the project shall be reviewed under the criteria of Section 1-8.7 and must meet the following additional criteria:	All areas
II.27.17.9	Substantial economic losses result ...***When a development project is determined to be within a flood hazard zone according to the procedure set forth in Section 1-8.7(20)(a)--(e) [1-8.7(19)(a)--(e)], a Type B Permit shall be required and the project shall be reviewed under the criteria of Section 1-8.7 and must meet the following additional criteria:	All areas
II.27.18.12	To prevent damage from flooding ...***The velocity of the regulatory flood must not be adversely altered on any watercourse.	All areas
II.27.23.a.1	... storm water management systems shall be designed to prevent flood ...***The flood protection elevation shall be set for each project at the elevation of the regulatory flood plus one (1) foot. In "coastal high hazard zones," the flood protection elevation shall be established with consideration given to wind-drive wave action.	All areas
II.27.23.b.4	Runoff computations shall be based on the most critical situation ...***Residential buildings must have the lowest floor elevated to the flood protection elevation for that site.	All areas
II.27.23.b.5	All storm water management facilities ... a minimum of twenty-year life***Industrial, commercial or other non-residential buildings must have the lowest floor elevated to the flood protection elevation or be floodproofed as	All areas
IV.2.32.137.	... apply for and obtain a septic tank permit ...***G. Flood Prone Land and Wetland Preservation. In order to promote and preserve natural hydrological conditions and to preserve water recharge areas, water supply and water quality, and natural habitats, the following regulations shall be applied to	All areas
IV.2.32.182	Sanitary nuisances***1. Flood Prone Land. Construction in flood prone areas shall comply with the Town's flood plain management policies.	All areas
IV.2.32.186	Unlawful use of temporary wastewater treatment facility***The purpose of this surface water management policy is to protect the health, safety, and welfare of the citizens of the Town of Malabar; to implement those drainage objectives and policies found in the Public Facilities element of the Town's Comprehensive Plan; to ensure protection of land and improvements together with natural resources through the use of responsible stormwater management and flood protection practices; to ensure replenishment of the Town's surficial aquifer system and to provide a continuing usable water supply; and to ensure compliance with level of service criteria and concurrency management policies established in the Comprehensive Plan.	All areas

Citation	Statement	Applies to
XII.18.A	Mobile home parks ... efficient, economical and aesthetically pleasing ...***All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.	All areas
XII.18.A.a.1	The minimum size of the site to be developed for a mobile home park ...***(d) All areas Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions) which is greater than the lesser of fifty (50) lots or five (5) acres.	All areas
XII.18.A.a.8	All mobile home parks must be connected to public water and sewer lines.***Located within the areas of special flood hazard established in section 9-5 are areas designated as shallow flooding areas. ...	All areas
XX.a	SITE PLAN APPROVAL FOR MULTIPLE-FAMILY DWELLING DISTRICTS***Conserve and protect the natural environment including wetlands, natural habitat, drainage corridor, flood prone lands, and other environmentally sensitive lands; and ...	All areas
Comprehensive Plan		
FLUE.O.1.1	The City shall discourage and/or reduce urban sprawl.	All areas
FLUE.P.1.1.1	The City shall encourage infill development through the following mechanisms: • The use of higher density/intensity and mixed-use land use categories in areas desirable for infill development; • The use of density bonuses or targeted redevelopment programs; • Prioritizing capital improvements funding in a manner that generally assigns first priority to the renewal, reuse and/or rehabilitation of existing facilities or the replacement of existing obsolete or worn out facilities as a preferred alternative to new construction when feasible	All areas
FLUE.P.1.9.1	It is the intent of the "Conservation" land use category to provide for the long term protection and preservation of environmentally sensitive natural resource systems. The Conservation land use category is established for the long term management protection and preservation of publicly or privately owned lands that contain valuable natural resources such as wetlands, floodplains, aquifer recharge areas, and unique ecological habitat. If it is impractical to designate the area containing conservation resources as Conservation due to size, location, or other factors, the City shall have the option of obtaining a conservation easement from the property owner(s) to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as Conservation on the FLUM.	All areas
FLUE.P.1.9.2	No development is permitted within the Conservation land use category, except to support passive use and maintenance of the land. The City shall not permit development on properties designated as Conservation on the Future Land Use Map except as follows: natural resource land management activities, clearing and/or construction of walking trails; construction of boardwalks for direct access to water bodies; construction of wildlife management shelters, footbridges, observation decks and similar structures not requiring dredging and/or filling for their placement; and clearing and/or construction of electric utility, storm water management, water, or waste water infrastructure as needed to provide a public service.	All areas
FLUE.O.1.10	The Agriculture land use category accommodates single family dwelling units on large lots, agricultural uses, and supporting infrastructure and public facility uses. The maximum intensity for supporting infrastructure and public facility uses shall be .5 FAR. This land use category is intended for lands west of 1-95 which have been historically utilized or zoned for agricultural uses and those properties which can support estate sized residential uses. Lands designated as Agriculture on the FLUM are primarily associated with a greenbelt along the City's Western boundary. This greenbelt encompasses both historically active agricultural properties and conservation lands in an area east of the St. Johns River and Lake Washington. The greenbelt provides a protective buffer for Lake Washington, the City's principal source of potable water.	All areas

Citation	Statement	Applies to
FLUE.P.1.15.1	The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required: • Limitations on development density and intensity; • Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site; • Limitations of building coverage or impervious surface coverage; • Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and • Evaluation of proposed land use map amendments to ensure that they do not fail to protect natural resources. Determination of the degree of protection required and the imposition of requirements to accomplish protection shall be part of the application and review process and may result in conditions on development approvals.	All areas
FLUE.P.1.15.4	The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns, and shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns, and topography and soil conditions.	All areas
FLUE.P.1.15.5	Flood plains and floodways shall be identified during the development review process and development shall be limited consistent with FEMA requirements.	All areas
FLUE.P.1.16.1	Proposed development, redevelopment, changes in zoning, and land use plan amendments shall be coordinated with the Brevard local mitigation strategy and the regional hurricane evacuation study.	All areas
FLUE.P.1.16.2	Development shall not be permitted seaward of the CCCL except where authorized by the appropriate state and federal permits. The development review process shall recommend or require the use of natural area and environmentally sensitive areas for conservation land use, based on the degree of protection required and, where possible, for passive recreation use through dedication of easement.	All areas
FLUE.P.1.16.3	Development within the CHHA, as depicted on the FLUM shall not exceed ten dwelling units per acre.	All areas
FLUE.P.1.16.4	Population densities in the CHHA shall be coordinated with the East Central Florida Regional Planning Council Hurricane Evacuation Study, as updated from time to time.	All areas
FLUE.P.1.16.5	The City shall implement the applicable recommendations of the Brevard Local Mitigation Strategy.	All areas
PSFE.P.1.3.7	The City of Melbourne, in conjunction with the School District and the municipalities within the City of Melbourne shall identify issues relating to public school emergency preparedness, such as: The determination of evacuation zones, evacuation routes, and shelter locations; the design and use of public schools as emergency shelters; the designation of sites other than public schools as long-term shelters, to allow schools to resume normal operations following emergency events.	All areas
IE.SSE.G.1	To develop, operate and maintain an environmentally sound, economically efficient wastewater collection, treatment and disposal system for meeting the current and future needs within the City's Urban Service Area.	All areas
IE.SSE.P.1.1.3	Continue to operate and maintain existing collection lines and transmission mains at their present size and capacity in conjunction with the ongoing maintenance, upgrading and expansion program.	All areas
IE.SSE.O.1.2	To correct existing facility deficiencies as needed and to prevent future facility deficiencies.	All areas
IE.SSE.P.1.2.3	If a sanitary sewer transmission line is located within 300 feet of a proposed development or redevelopment project, said project shall be required to connect to the public sanitary sewer system at the owner/developer's expense.	All areas

Citation	Statement	Applies to
IE.SSE.O.1.3	The City shall ensure that future demands can be met, while maintaining adequate capacity by designing and building the necessary wastewater facilities.	All areas
IE.SSE.P.1.3.7	Maintain the proper operation of the wastewater biosolids handling and disposal systems at the D.B. Lee and Grant Street WRFs.	All areas
IE.SSE.P.1.3.8	Continue to investigate those areas where septic tanks are in use within the planning area to determine the feasibility of providing collection/transmission lines for the central sewer system and encourage connection.	All areas
IE.SWE.P.1.1.4	Encourage safe disposal of hazardous waste.	All areas
IE.SWE.P.1.1.5	Promote proper disposal of bio- hazardous waste.	All areas
IE.SWE.O.1.2	To continue to ensure that adequate landfill facilities are available for disposal of solid waste collected within the Melbourne Planning Area, through cooperative and supportive actions where appropriate.	All areas
IE.DE.G.1	To provide a safe, environmentally sound stormwater management and drainage system within the Melbourne Planning Area.	All areas
IE.DE.O.1.1	To continue to provide stormwater management and drainage facilities to accommodate runoff from frequently occurring and seldom occurring storm events; the City's annual work program and development regulations will be used to accomplish this objective.	All areas
IE.DE.P.1.1.1	Maintain and enhance existing and develop new minor drainage systems for handling runoff from frequently occurring (e.g., two-, five- and ten-year) storm events consistent with the Future Land Use Element	All areas
IE.DE.P.1.1.2	Similarly maintain existing and develop new major drainage systems and regulated floodways for handling seldom occurring (e.g., 25- and 100-year) storm events.	All areas
IE.DE.P.1.1.3	Ensure that all stormwater management and drainage facilities comply with existing City, State and Federal stormwater management ordinances and regulations.	All areas
IE.DE.P.1.1.4	Establish design and operational criteria for all drainage facilities, based on the Engineering Design Standards and Procedures Manual.	All areas
IE.DE.P.1.1.5	The level of service (LOS) standards for the Drainage system facilities developed within the City of Melbourne's USB shall be as follows: • Ensure that all new detention facilities are designed to handle at least the 25-year/24¬hour storm event as a minimum requirement in accordance with the City's Stormwater Ordinance. • Using the development approval process, ensure that all retention facilities are designed to handle at least the first inch of runoff from impervious surfaces and the runoff from the first inch of rainfall over natural surfaces, as a minimum.	All areas
IE.DE.P.1.1.6	Via the land development regulations, require design of drainage systems which protect the functions of natural groundwater recharge areas and natural drainage features, and which maintain or enhance groundwater quality.	All areas
IE.DE.P.1.1.7	Acquire property or easements to ensure continued proper maintenance of systemwide drainage facilities located on privately owned lands.	All areas
IE.DE.P.1.2.1	Adopt interlocal agreements or take other multi-jurisdictional initiatives to evaluate proposals addressing drainage areas that extend across jurisdictional boundaries.	All areas
IE.PW.O.1.4	To coordinate expansion of potable water facilities to meet future needs without contributing to urban sprawl.	All areas
IE.PW.P.1.4.3	Ensure that any extension of the distribution system does not contribute to urban sprawl.	All areas

Citation	Statement	Applies to
IE.PW.P.1.4.6	The City will ensure adequate water supplies are available to serve new projects prior to the issuance of a development order.	All areas
IE.RE.P.1.1.1	Prohibit uses that would be detrimental to the recharge area. Prohibited uses include: disposal of liquefied petroleum products or hazardous substances, underground storage of liquefied petroleum products or hazardous substances, automotive and marine repair facilities, automotive impounding yards, automotive and marine paint and body shops, solid waste disposal activities, new sanitary sewage treatment plants, including privately owned package plants and septic systems.	All areas
IE.RE.P.1.1.1	Limit the amount of lot coverage in surficial aquifer recharge areas to ensure an adequate quantity of water for recharge. The maximum allowable impervious surfaces in these areas shall be 65 percent.	All areas
CME.O.1.1	The City shall continue to protect, conserve and enhance wetlands, living marine resources, coastal barriers, and wildlife habitat by limiting impacts of development or redevelopment.	All areas
CME.P.1.1.13	The City shall support and coordinate with the St. Johns River Water Management District, the Department of Environmental Protection, the Army Corps of Engineers, and/or any other regulatory agency having jurisdiction in order to conserve, enhance, and protect coastal wetlands.	All areas
CME.O.1.3	The City shall protect beaches and dunes by enforcing coastal construction standards that minimize the impacts of manmade structures on beach and dune systems; and require the restoration of altered beaches and dunes, as needed.	All areas
CME.P.1.3.1	Ensure compliance with the Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) regulations that require location of construction a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction may occur to the extent that the natural storm buffering and protection	All areas
CME.P.1.3.2	Retention of existing dunes is required. New construction must be designed to avoid impacts to the dunes, and will be restricted to areas landward of the primary dune line.	All areas
CME.P.1.3.3	New construction in coastal areas where dunes have already been damaged or destroyed is required to restore those dune areas.	All areas
CME.P.1.3.4	The City will encourage activities that protect and rebuild coastal dunes. This action will be accomplished by supporting the activities of private and public agencies (for dune restoration purposes).	All areas
CME.P.1.3.5	The City shall continue to cooperate with Brevard County, the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection to re-nourish public beaches.	All areas
CME.P.1.3.6	New access to the beach will be confined to elevated structures, subject to Florida Department of Environmental Protection approval and compliance with ADA requirements.	All areas
CME.P.1.3.7	Motorized vehicles shall be prohibited from operating on dune systems, except in emergency situations.	All areas
CME.P.1.4.2	Industrial uses along any waterfront in the City shall be discouraged and shall only be permitted for uses that are water- dependent and conform to performance criteria established in the land development code.	All areas
CME.O.1.5	The City shall use the capital improvements program and annual budget to limit public expenditures that subsidize development in the coastal high hazard area, except for restoration or enhancement of natural resources.	All areas
CME.P.1.5.1	The use of local funds to subsidize new development in the coastal high hazard area shall be prohibited.	All areas
CME.P.1.5.3	Public funds may be expended for infrastructure improvements in cases where a threat exists to the public health, safety or welfare. Such improvements may involve infrastructure necessary to ensure adequate hurricane evacuation, clean drinking water, proper sanitary sewage collection and disposal, and proper stormwater management. The annual budget process and the development review process will be used to assess the appropriateness of the proposed public expenditures.	All areas

Citation	Statement	Applies to
CME.O.2.1	The City shall continue to direct population concentrations away from the coastal high-hazard area, through implementation of the future land use map and through the development review and approval process.	All areas
CME.P.2.1.1	The City shall restrict residential densities for development within the coastal high-hazard areas to ten units per acre, except for the 160-unit Beach Club Condominium complex that is constructed at a density of 14.95 dwelling units per acre. This property is located on the south side of Eau Gallie Boulevard, approximately 2,150 feet west of SR Al A.	All areas
CME.P.2.2.1	Residential densities and the intensity of employment centers on the barrier island shall be limited through the Future Land Use Element and development regulations, to protect the ability of evacuation routes to efficiently handle projected traffic.	All areas
CME.P.2.2.2	The City shall continue to examine the future land use pattern within the CHHA to protect the ability of evacuation routes to efficiently handle projected traffic.	All areas
CME.P.2.2.3	For dense residential developments such as apartments and condominiums outside the coastal high hazard area, the City shall encourage the construction of on-site shelters for the project residents that would meet safety standards to withstand up to a Category 4 or Category 5 hurricane.	All areas
CME.P.2.2.4	The City shall continue to work with Brevard County to ensure efficient evacuation procedures are implemented and upgraded as needed for timely evacuation.	All areas
CME.P.2.2.5	The City shall continue to work with Brevard County and the Red Cross to develop an on-going public education program to notify the public as to the necessity to evacuate as quickly as possible.	All areas
CME.P.2.2.6	The City shall participate in Brevard County's disaster related exercises.	All areas
CME.P.2.3.2	Procedures for post-disaster action shall include a system for distinguishing between immediate repair and clean-up actions needed to protect the public health and safety, versus long-term repair and redevelopment activities.	All areas
CME.P.2.3.3	Reconstruction shall be required to meet current standards for coastal construction and dune protection and restoration, so as to reduce future exposure.	All areas
CME.P.2.3.4	Recommendations provided by local agencies and in interagency hazard mitigation reports will be reviewed as available and will be implemented as feasible.	All areas
CME.O.2.6	The City shall prohibit inappropriate uses and mitigate the flood peril to existing and planned development in coastal areas that are at a high risk of flooding due to storm surge, high tide events, stormwater runoff, flash floods, and sea level rise.	All areas
CME.P.2.6.1	The City shall continue to require that construction seaward of the Coastal Control Construction Line is consistent with Chapter 163, Florida Statutes.	All areas
CME.P.2.6.2	The City will continue to participate in the National Flood Insurance Program Community Rating System to diminish flood losses and to attain flood insurance premium discounts for Melbourne residents.	All areas
CME.P.2.6.3	The City will continue to enforce the requirements of the current edition of the Florida Building Code and the federal flood plain management regulations to ensure that new development in high risk areas is designed and constructed to minimize flood damage. Such development requirements include the use of flood resistant materials, requiring higher minimum floor elevations, etc.	New Construction
CME.P.2.6.4	By 2020, the City shall undertake a study to evaluate options regarding the establishment of Adaptation Action Areas (AAAs) in municipal locales that experience coastal flooding due to high tide events, storm surge, and the related impacts of sea level rise. The study will examine the areas shown on Map VI-7 (2060 Sea Level Rise) that are vulnerable to coastal flooding and	All areas

Citation	Statement	Applies to
	identify needed adaptation measures and infrastructure improvements to improve resiliency in these areas.	
CME.P.2.6.5	The City will continue to assess risks to life and property within coastal areas and implement appropriate development and redevelopment strategies to reduce such risks.	All areas
CME.P.2.6.6	The Coastal High Hazzard Area (CHHA) is defined as the area below the elevation of the Category 1 storm surge as defined by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model. The City will continue to restrict maximum residential densities in this area. The CHHA is depicted on Map VI-3.	All areas
CME.P.2.6.7	Sea level rise, as projected by the National Oceanic and Atmospheric Administration, will be considered in future decisions concerning the design and location of new infrastructure and public facilities in areas at risk for coastal flooding.	Public Facilities
CME.P.2.6.8	The City is actively acquiring over two miles of property adjacent to the Indian River Lagoon for use as waterfront open space and a linear park. The City will continue to investigate the feasibility of acquiring land adjacent to the Indian River Lagoon and its tributaries, where such areas could provide open space, visual access, or provide passive recreational opportunities.	All areas
CME.P.2.6.9	The City shall provide safe and adequate evacuation capabilities by cooperating and coordinating with the Florida Department of Transportation and Brevard County to facilitate movement over state and county roads during emergencies.	All areas
CME.P.2.6.10	The City shall cooperate with state, regional, and county agencies to maintain or reduce hurricane evacuation times and work with Brevard County to ensure suitable hurricane shelter space.	All areas
CE.P.1.1.1	The City will continue to utilize its development regulations in conjunction with this element to encourage preservation, protection, enhancement and conservation of those areas which have limitations or are environmentally sensitive, such as wetlands, flood hazard areas or areas with severe soil limitations.	All areas
CE.P.1.3.10	The owner/developer of all development in the City of Melbourne which requires formal site plan approval, including, but not limited to, any platting of land shall be required to perform an environmental impact assessment. If the assessment, which must be done by a qualified professional, indicates the presence of any protected species or critical habitat which supports such species, no final development order shall be issued until the regulating agency (Department of Interior, St. Johns River Water Management District, Florida Game and Fresh Water Fish Commission or other regulating agency) has reviewed the environmental assessment and indicated what requirements, limitations or restrictions must be imposed. Those stipulations and/or management plans recommended by the applicable regulatory agency or agencies will be included in the City's development order.	All areas
CE.P.1.4.4	The City will continue active participation in the Federal Flood Insurance Program.	All areas
CE.P.1.6.2	The City will make every effort to protect the primary recharge areas in the coastal ridges from adverse development or other activities which would destroy their natural function.	All areas
CE.P.1.6.3	The City will encourage preservation and maintenance of secondary recharge areas to enhance their recharge potential.	All areas
CE.P.1.6.4	The City will encourage diversion of stormwater runoff to recharge areas whenever feasible rather than discharge the runoff to surface water bodies.	All areas
CE.P.1.7.1	The City will require management of stormwater runoff to prevent diminished water quality, flooding, loss of groundwater recharge, soil erosion, sedimentation in receiving surface waters and lowering of the water table.	All areas
1.7.3	The City will encourage the use of best management practices to maintain swamps, marshes, flood plains and other wetlands for stormwater management.	All areas

Citation	Statement	Applies to
CE.P.1.7.4	The City will ensure that new developments are designed to minimize, to the greatest degree practicable, changes in the quantity, quality, rate and temporal characteristics of stormwater discharge; the amount of impervious surfaces will be kept to a minimum through open space requirements. Parking spaces, for example, will be kept to a minimum in both quantity and size.	All areas
CE.P.1.7.5	The City will ensure that retention areas are designed and located to maximize their effectiveness for flow attenuation and aquifer recharge; to minimize the need for channelization; and to provide for greater safety and reliability.	All areas
CE.P.1.7.6	In developed areas, the City will encourage the use of retention and detention areas for flow attenuation and aquifer recharge as alternatives to expansion of existing drainage facilities.	All areas
CE.P.1.7.7	The City will continue to enforce the surface water runoff control ordinance, and will provide for maintenance of stormwater management facilities as part of its stormwater management program.	All areas
CE.P.1.7.9	The City has established a Stormwater Utility Fund which serves as a revenue source for projects that prevent localized flooding and addresses environmental issues related to stormwater runoff.	All areas
CE.O.1.9	To provide effective flood plain management to prevent loss of flood storage capacity and protect property.	All areas
CE.P.1.9.1	Stormwater management plans for new developments must provide on-site storage capacity equal to conditions for a 25- year, 24-hour storm. Runoff rates and volumes resulting from the project, in excess of existing rates and volumes, shall be accommodated on-site.	All areas
CE.P.1.9.2	Central water and sewer must be available for development to occur in flood plain areas in order to avoid health problems associated with wells and septic tanks in such areas.	All areas
CE.P.1.9.3	Flood plain management efforts will be coordinated with the county to avoid contradictory standards and promote health, safety and welfare.	All areas
CE.P.1.12.1	The continuation of the comprehensive planning process which includes review by SJRWMD for any development project containing a wetland larger than 1/2 acre. The protection of wetlands shall be accomplished through the use of the Comprehensive Plan, including the Future Land Use Map, and shall take into account the type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and locations of affected wetlands. Land uses that are incompatible with the protection of wetlands and wetland functions shall be directed away from such areas. Land uses compatible with wetland areas shall include approved passive recreation, open space, restricted access to the property (where unavoidable and kept to minimum width), nature preserve or other similar land uses. All other uses shall be directed away from wetlands. The City shall ensure that the following measures are taken when assessing activities that may result in impacts: avoidance of wetland impacts; minimization of wetland impacts; and compensation for wetland impacts through mitigation. If the City determines direct impact upon wetlands cannot be avoided, the following mitigation measures shall be applicable: All mitigation must comply with federal, state, regional, and local agencies; Impacts must be minimized by the appropriate design measures; and; The mitigation measures are consistent with other policies of the comprehensive plan and the terms of any mitigation plans approved by SJRWMD and/or other regulatory agencies.	All areas
CE.P.1.12.2	Future land uses that are incompatible with the protection of wetlands and wetland functions will be directed away from wetland areas through the site plan review process. All developments requiring a formal site plan, preliminary plat, or other development proposed on property identified as containing a wetland shall submit an environmental impact assessment at the time of application.	All areas

Citation	Statement	Applies to
CE.P.1.12.3	Where there are sufficient uplands on an existing parcel of land or lot of record (at the time of plan adoption) to locate the proposed development, such development shall be located on the uplands. The City may allow the transfer of development rights at the future land use densities established on the future land use map, from the wetlands to the upland portion of the site. The transfer of density may occur provided other plan provisions regarding upland and floodplain resource protection, compatibility of adjacent land use, stormwater management and setbacks, etc. are met. Any mitigation plan approved shall be consistent with Policy 1.12.1 of this Element.	All areas
CE.P.1.12.4	Where sufficient uplands do not exist to avoid a taking, development in the wetlands shall be restricted to a residential use with a maximum density of one unit per five acres. Any mitigation plan approved shall be consistent with Policy 1.12.1 of this Element.	All areas
CE.P.1.12.5	Prior to construction, all necessary permits must have been issued by the Florida Department of Environmental Protection, the St. Johns River Water Management District and/or the U.S. Army Corps of Engineers, as required by the agency or agencies having jurisdiction.	All areas
CE.P.1.12.6	Future development projects west of 1-95 shall be monitored through the site plan review process to ensure the protection of wetland areas.	All areas
CE.P.1.12.7	In order to prevent development from having adverse impacts to existing wetlands, a vegetated buffer strip shall be created or, where practicable, retained in its natural state along the banks of all watercourses, water bodies or wetlands. The width of the buffer shall be sufficient to protect wetlands from the impacts of development, prevent erosion, trap the sediment in overland runoff, provide access to the water body and allow for periodic flooding without damage to structures. For wetland areas east of 1-95, a buffer width of not less than 15 feet shall be required. For wetland areas west of 1-95, the buffer width shall not be less than 30 feet.	All areas
ROSE.O.1.2	To preserve, maintain and enhance on an ongoing basis the aesthetic and recreational qualities of open space within and surrounding the City of Melbourne through passive parks, passive areas in active parks and scenic corridors.	All areas
ROSE.P.1.2.1	The appropriate use of the land in flood plain and waterfront areas will be encouraged and the protection of natural areas will be promoted through development regulations.	All areas
Land Development Regulations		
III.13.80.c	Wind Speed Zones….Hereby Established…	All areas
III.13.80.f(1),(2)	The Following Administrative Amendments…. Elevation Requirements…Coastal A Zones….AO Zones…	All areas
IX.13.150.b	The Provisions of This Floodplain Management Code… Development Wholly or Partial In Any Flood Hazard ….	All areas
IX.13.150.c	Purpose of Floodplain Management Code….Minimum Requirements To Safeguard The Public Health, Safety, and General Welfare	All areas
IX.13.150.c (1-8)	Disruption of Commerce…Prevent or Minimize Future Flooding…Manage Alteration of Flood Hazard Areas… Minimize Damage To Private and Public Utilities… Stable Tax Base… Minimize Future Expenditure… Meet Requirements of NFIP	All areas
IX.13.151.c	FIS for Brevard County…. File at the Office of The City Building Official	All areas

Citation	Statement	Applies to
IX.13.153.c(1-8)	Floodplain Administrator….Review Application And Plans… Interpret Flood Area Boundaries….Provide Available Flood Elevation and Hazard Information… Reasonably Safe From Flooding…Issue Floodplain Development Permits….Building And Structures In Floor Hazard Area Comply With Applicable Provisions	All areas
IX.13.162	Pursuant To The Requirements of NFIP….Structures Exempt From FBC Meet Requirements of Floodplain Management Code	All areas
IX.13.168	Site Plans and Construction Documents	All areas
IX.13.174	Inspect Buildings… Exempt From FBC	All areas
IX.13.176	Final Inspection …. Submit a Final Certification of Elevation of The Lowest Floor	All areas
Melbourne Village		
Comprehensive Plan		
IE.4-4.1.1	Incorporate regulations to retain open space for all new development to preserve water	All areas
IE.4-1.1.4	Adopt LDR's re: potable water and wastewater consistent With land use	All areas
IE.4-1.3.1	Existing package plants and septic tanks OK until centralized available-	All areas
FLUE.1-1.1.2	Regulate areas of flooding, protect aquifer recharge and wellflelds	All areas
CE.P5125	Require retention of open space for development to protect surficial areas	All areas
IE.4-3.1.1	Town shall develop buffer zone requirements for areas adjacent to drainage	All areas
IE.4-1.3.4	On-site wastewater treatment systems must comply with current standards-	All areas
IE.4-3.1.2	Town shall revise stormwater management and floodplain regulations based on plan	All areas
IE.1-1.1.6	Land development regs to Include protection of wetlands	All areas
CE.P5122	Agricultural activities shall not be conducted next to existing waterways	All areas
FLUE.1-1.5.6	Potable water supply shall be conserved by enforcing standards	
Melbourne Beach		
Capital Improvement Plan		
SWI	Project Complete- In Basin 4, the Recipient will install bioretention swales, traditional swales, and curb inlet baskets with associated piping. In Basin 11, the Recipient will install a nutrient separating baffle box in the area upstream of the Driftwood Avenue outfall to the Indian River Lagoon. The project includes replacement of two roadway inlets and approximately 25 linear feet of pipe along Driftwood Avenue.--$457,306.	Redevelopment
SWI	Project Complete- Improvements to Basins 6, 7, and 8, including 500 linear feet of shallow roadside swales, two nutrient separating baffle boxes, three curb inlet baskets, and 40 linear feet of exfiltration pipe. Also includes 1100 linear feet of stormwater pipe and associated structures and regrading 300 linear feet of First Avenue.--$470,000	Redevelopment
SWI	Project Complete- Improvements to Basin 2 on Hibiscus Trail and Riverside Drive. The project includes one nutrient separating baffle box, one FDOT Type P4 Curb Inlet, 100 linear feet of new stormwater pipe, and replacement of 340 linear feet of CIPP.--$190,000	Redevelopment
SWI	Project Complete- Previous work in Basins 1 & 9--$525,354	Redevelopment
SWI	Project Complete- Work performed is in Basins 4, 6, 7, 8, 9, and 11. Town to improve stormwater conveyance in an effort to alleviate past flooding issues in the basins. The majority of the improvements are along the Pine Street and Riverside Drive corridors; both of which are routes to evacuate the beachside communities. This also includes grant above in total grant amounts.--$2,381,054	Redevelopment
SWI	Project Complete- DESIGN ONLY for drainage improvements in the vicinity of Pine, First and Second Ave.--$41,500	Redevelopment
Comprehensive Plan		

Citation	Statement	Applies to
2	Dune traffic is prohibited***	All areas
3	New or reconstruction must retain first 1/2' runoff***	All areas
4.1	Upon completion of stormwater study, weirs and sediment traps installed***	All areas
5	Protect natural drainage functions with controlled grading, rate, direction***	All areas
7	Low volume plumbing fixtures required for new construction***	All areas
CIE.3.3	Development requiring public facility improvements bear the costs***	All areas
CMCE.P.10.1	Infrastructure improvements only for existing developed areas***	All areas
CMCE.P.2.1	Develop ordinances to prohibit pedestrian and/or vehicular traffic on dunes***	Retrofit
CMCE.P.3.2	Complete drain and storm management study***	All areas
CMCE.P.7.1	Infrastructure to serve new construction will be available as needed***	All areas
CMCE.P.8.1	Require low volume plumbing fixtures on new construction***	All areas
FLUE.7.0	Insure construction consistent with requirements for flood-prone areas***	All areas
IE.P.95	Require retention and treatment of first 1/2" stormwater for construction***	All areas
IE.P.96	Amend codes to require use of low volume plumbing fixtures for new building***	All areas
Land Development Code		
ART.IX.10A-7	Detention/retention systems designed to conform with SJRWMD specifications***	All areas
ART.IX.10A-8	Best management practices shall be used to retain sediment on site***	All areas
ART.IX.11A-4	Any activity impairing function of wetlands is prohibited***	All areas
ART.IX.11A-4	Residential, commercial, industrial, etc. uses prohibited with exceptions***	All areas
ART.IX.4A-94	New construction and substantial improvements shall be anchored***	All areas
ART.IX.5A-4	No major structures constructed seaward of coastal setback line***	All areas
Palm Bay		
Capital Improvement Plan		
INF-1.1	Updated sanitary sewer master plan adopted***Applies to subdivisions of less than one acre.	New Development/ Construction Only
Comprehensive Plan		
CE.2.1E	Protect remaining natural retention areas in city***	All areas
CE.2.1I	Develop surface water management plan to abate surface water pollution***	All areas
CE.2.1L	Develop criteria to keep hazmat out of ground and surface water***	All areas
CE.2.1Q	Establish and overlay zone for areas prone to erosion and sedimentation***	All areas
CE.3.1E	Develop regs to limit percent of impervious surfaces in recharge areas***	All areas
CE.3.1F	Development in recharge areas must maintain level of groundwater recharge***	All areas
CE.3.1K	Require hookup of sanitary sewer when it becomes available***	All areas
CE.4.3A	Develop program to protect wetlands covering 5+ acres from development***	All areas
CIE.-1.2	City has not funded any infrastructure in high hazard coastal areas***	All areas
CIE-1.2	City shall not subsidize development beyond those identified in CZME plan***Four additional sites being acquired.	All areas
CME.1.1G	City will work toward acquiring vacant shoreline***	All areas
CME.1.3B	City will operate public facilities to avoid detrimental impact on water***	All areas
CME.1.3C	Develop regs to require vegetated buffer zones along Indian River***	All areas
CME.1.3E	Marinas required to provide sewage pumpout and treatment facilities***	All areas
CME.1.6A	Developer must provide infrastructure if not served now with public type***	All areas

Citation	Statement	Applies to
CME.1.6B	Post-disaster redevelopment plans to include public expense analysis***	All areas
CMZ-1.3	LDR's adopted to prevent degradation of water quality in coastal zone***	All areas
CON-2.1	Adopting stormwater management plan to improve water quality***	All areas
CON-2.2	Floodplain management ordinance adopted and updated***	All areas
CON-4.2	Pilot erosion More than 125 acres of sensitive land has been acquired since 1988***	All areas
CON-4.3	35 acres of wetland habitat was acquired by city and preserved***Use may not adversely impact wellfields, aquifer recharge areas or other conservation	All areas
CON-4.5	control project completed to reduce rate of soil erosion***	All areas
CZM.1-5	Fire Dept. implemented revised emergency plan re: evacuation, sheltering***	All areas
CZM-1.3E	Require marinas to provide sewage pumpout and treatment facilities***	All areas
CZM-1.4	LDR's adopted addressing flood protection and shoreline stabilization***	All areas
CZM-1.5A	City requests appropriate agencies to have emergency power in shelters***	All areas
FLU-1.1	LDR's to provide stormwater/flood protection, protect wellfields adopted***	Redevelopment/ Reconstruction Only
FLU-1.1.B	Include in LDR's that development permitting will not cause drop in LOS***	All areas
FLU-2.1C	LDR's amended to protect sensitive areas, mitigate flood hazards***	All areas
FLU-2.2	Subdivision code adopted to require water and sewer services***	All areas
FLU-2.2E	Assess impact of development on evacuation times prior to approval***	All areas
FLU-5.1H	City shall design services, facilities to mitigate environmental impacts***	All areas
FLU-5.1J	Amend ordinance to require developers maintain common facilities***	All areas
FLU-6.1	LDR's adopted addressing floodplains, wetlands, wellfields, conservation***	All areas
FLU-6.1B	Modify LDR's to protect and preserve wetlands***	All areas
FLU-6.1C	Adopt LDR's to protect aquifer recharge areas and potable water wellfields***	All areas
FLU-6.1G	Develop a conservation district to protect sensitive lands, recharge area***	All areas
FLU-61A	Land use decisions to be based on support capability of environment***	All areas
FLUE-1.1A	Adopt LDR's to provide stormwater, aquifer, and flood protection***	All areas
ICE-1.4	Four shoreline sites acquired for preservation and conservation***	All areas
INF-1.3E	Permits shall not be issued until sewer/water facilities meet LOS standards***	All areas
INF-3.1C	City shall establish water quality characteristics for runoff and discharge***Developer to mitigate projected reductions in these times.	All areas
INF-3.1H	City shall develop urban stormwater runoff monitoring program***	All areas
INF-4.2B	City shall study feasibility of using water from canal system drinking***	All areas
INF-4.3D	Permits shall not be issued until water facilities meet adopted LOS***Includes roads and drainage	All areas
INF-4.4H	Adopt LDR's to encourage large water users to use lowest acceptable quality***	All areas
INF-4.4I	Adopt LDR's which encourage most efficient irrigation methods***	All areas
TCE-1.2F	Transportation improvements shall include environmental impact analysis***	Development/ Construction Only
Land Development Code		
170.116-117	Prohibits fencing or walls upon easements, drainage or street right-of-way***	All areas
174	Floodplain permit required prior to any development activities***	All areas
174.036(A)(3)	New construction and substantial improvements anchored to prevent flotation***	All areas
174.033(c)	Manufactured homes shall be anchored to prevent flotation, collapse***	All areas
174.036(A)(4)	New construction and substantial improvement use flood resistant materials***	All areas

Citation	Statement	Applies to
174.036(A)(1)	New construction/substantial improvements use methods to minimize damage***	All areas
174.036(A)(5)	Mechanical, plumbing and electrical above design flood elevation***	All areas
Chapter.180.	City may remove from its property trees or limbs unsafe to public utilities***	All areas
Chapter.181.	Watering/irrigation of plants, yards, limited to 7-9 a.m. and 7-9 p.m.***	All areas
Chapter.186.	No communication towers at height or location that toppled would block evacuation***	All areas

Palm Shores

Building Code

Section 16-1	Water supply systems designed to minimize infiltration of flood waters***	All areas
Section 16-9	Drainage swales shall be designed to carry storm runoff, be easily maintain***	All areas

Capital Improvement Plan

5. Miller Cove Drainage Improvements	Clean out drainage ditch on the south side of Miller Cove RD and replace pipes as necessary. 2012-13 $15,000.	Redevelopment/ Reconstruction Only
Road Paving Project	Grading and paving approx. 800 feet along with drainage improvements. 2011-12-- $50,000	Redevelopment/ Reconstruction Only

Comprehensive Plan

CE.1.2	Open burning of materials will be restricted***	All areas
CE.2.2	Adopt measures to protect quality and quantity of water***	All areas
CE.5.1	Activities known to adversely affect water quality/quantity restricted***Also, that residential densities are consistent with hurricane evacuation plans.	All areas
CME.7.1		All areas
CE.3.1	Development within the 100-year floodplain shall not impact properties***	All areas
CE.4.1	Site plans must assure maintenance of wetlands or mitigate destruction***	All areas
CE 5.2	Ensure that retention areas maximize aquifer recharge and flow attenuation***	All areas
CE.6.2	Town will limit percent of impervious surface covered in recharge areas***	All areas
CME.4.4	Filling of wetlands or open water for water-related uses not allowable***	All Facilities
CME.P.3.1	Require first inch of runoff to reduce pollutants entering lagoon***	All areas
CME.P.4.4	Dredging and filling to accommodate water related uses not allowed***or structures must be modified to eliminate areas prone to storm damage	All areas
CME.P.5.1	New sewers shall be floodproofed; new septic tanks have back flow preventer***	All areas
FLUE.1.1	Adopt regulations to protect wellfields, recharge areas, regulate floodland***	All areas
FLUE.3.2	Secondary aquifer recharge areas protected from effects of development***	All areas
FLUE.3.3	Development in floodplain only if significant alteration does not occur***	All areas
HE.3.1	Existing mobile home parks encouraged to upgrade through code	All areas
IE.1.3	Encourage diversion of stormwater runoff to recharge areas preferably***	All areas
IE.2.1	Untreated wastewater shall not be discharged into aquifers, surface waters***	All areas

Zoning

Section 11.1	Mobile home stand shall not settle unevenly under weight of structure***	All areas

Rockledge

Capital Improvement Plan

P.4	Casa Loma Drainage Basin 10. 2015	All areas
P.4	Create 60-acre master stormwater retention in Drainage Basin 9. 2015	All areas

Citation	Statement	Applies to
Comprehensive Plan		
CE.O.6.2	The City shall continue to reduce per capita consumption of fresh groundwater by its residents through conservation and reuse of existing water supplies, and through the establishment and use of non-potable supplies as appropriate.	All areas
CE.P.6.2.1	The City shall adopt specific standards which regulate the installation and operation of air/water heat pumps in a manner consistent with county policy, in order to reduce the wasteful use of groundwater by such systems.	All areas
CE.P.6.2.2	The City shall require the use of reclaimed wastewater for irrigation or other non-potable uses wherever such water is reasonably available to water users, and its use is economically feasible.	All areas
CE.P.6.2.6	New development shall not be approved unless a demonstrably secure source of potable and/or non-potable water is available to meet the projected water use demands of the development.	All areas
CE.O.6.4	Representative samples of one (1) percent or more of the natural vegetative communities found in the city shall be protected and preserved. These areas will be used for preservation, open space and recreational purposes for the citizens of Rockledge. The amount of each vegetative community which is preserved shall be adequate to ensure the persistence of all native vegetation found in the city.	All areas
CE.P.6.4.2	Areas of natural habitat within the 100-year floodplain shall be given priority consideration in the identification of lands which are publicly acquired to address passive recreational demand and open space objectives.	All areas
CE.P.6.4.8	The City shall not approve any development which would significantly and adversely alter the ecological functions of freshwater wetlands or deep water habitat. Ecological functions include: (a) Provision of wildlife and fisheries habitat; (b) Maintenance of in-stream flows and lake levels during periods of high and/or low rainfall; (c) Erosion control; and (d) Water quality enhancement	All areas
CE.O.6.5	The abundance and diversity of submerged aquatic vegetation and fish species found in the Indian River Lagoon within the zone between the Rockledge shoreline and the Intracoastal Waterway shall continue to be as great or greater, than they were in 1988.	All areas
CE.P.6.5.1	The City shall implement alternative means of wastewater effluent discharge (such as effluent reuse) which will reduce the volume of wastewater discharged to the Indian River Lagoon in order to ameliorate the adverse effects of wastewater pollution on estuarine habitat.	All areas
CE.P.6.5.3	The City shall identify means for reducing the volume of untreated stormwater discharged to surface waters, and shall develop a program to take corrective action to the greatest extent feasible, via retrofit of stormwater treatment practices.	All areas
CE.P.6.5.4	The City shall not permit shoreline development activities which would destroy or degrade the function of estuarine shoreline or deep water habitat, except where such activities are clearly in the public interest and there is no practical alternative which reduces or avoids impacts to estuarine habitat.	All areas
CE.P.6.5.5	The City shall take steps toward establishment of an estuarine buffer zone which would specify the setback from the Indian River Lagoon required to protect estuarine habitat (including intertidal, wetland and deep water habitat) and water quality from impacts caused by new development or redevelopment.	All areas
CE.O.6.7	The City shall continue to establish procedures and regulations which support state and county hazardous material management objectives, and which will reduce the number of sites at which improper use, storage or disposal of hazardous materials occurs.	All areas
CE.P.6.7.1	The City shall coordinate with the FDEP and Brevard County in the establishment of amnesty days for the collection of hazardous domestic wastes.	All areas
CE.P.6.7.3	All businesses which use hazardous materials or generate hazardous wastes shall be required to: (a) Prepare hazardous materials spill containment and clean-up plans; (b) Design drainage and sewer facilities to prevent the contamination of soils, groundwater or surface waters from hazardous materials spills; and, (c)Provide interim storage facilities for hazardous wastes generated on-site.	All areas

Citation	Statement	Applies to
CE.P.6.8.1	In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City shall evaluate revising its flood damage prevention ordinance to limit construction within the floodplain through the provision of compensatory storage for fill placed within the 100-year floodplain.	All areas
CE.O.5.3	The City will ensure that building and development activities are carried out in a manner, which minimizes the danger to life and property from hurricanes.	All areas
CE.P.5.3.1	Guidelines for post-disaster redevelopment and hazard mitigation have been developed and are included in development regulations. These guidelines are designed to reduce or eliminate the exposure of human life and public and private property to hurricane hazards. The guidelines will incorporate the Brevard County Comprehensive Emergency Management Plan (CEMP) recommendations on hazard mitigation and other applicable interagency reports, as well as specific chapters of the City Code or articles thereof including, but not limited to, Chapter 6--Building and construction regulations.	All areas
CE.O.5.4	Over the course of the ten-year planning period, no public funds (to the effect of direct construction subsidies) will be expended which would serve to subsidize the cost of new private development or redevelopment within the coastal high hazard area (CHHA).	All areas
CE.P.5.4.2	The City shall only approve the expenditure of public funds within the CHHA for the following purposes: (1) Provide upkeep to existing infrastructure in order to maintain adopted facility standards as identified in the comprehensive plan; (2) Correct existing infrastructure deficiencies in order to meet adopted facility standards; (3) Assist in the restoration or enhancement of the area's natural resources; (4) Provide recreational facilities which support the City's objective of providing increased public access to the Indian River.	All areas
CE.O.5.5	Future development in the CHHA will be limited to water dependent or water related land uses, as identified in the comprehensive plan.	All areas
CE.P.5.5.3	Land uses within the coastal high hazard area shall be limited to recreational uses with construction limited to docks associated with neighboring single-family residential development or recreational facilities identified in the recreation and open space element.	All areas
CE.O.5.6	Within one (1) year after plan submittal or as required by Florida State Statutes, whichever is greater, levels of service standards established for public facilities in the capital improvements element will be applied in the review of all land developments in the coastal area.	All areas
CE.P.5.6.1	No development shall be approved unless sufficient public facilities are available to serve the development consistent with the level of service standards adopted as part of the comprehensive plan and identified in the capital improvements element.	All areas
CE.O.1.1	Future development and redevelopment activities shall be directed toward appropriate areas as depicted on the future land use map, coordinated with the topography, soil conditions and availability of facilities and services, and consistent with the goals, objectives, and policies of the comprehensive plan.	All areas
CE.P.1.1.2	The City shall undertake efforts to amend where necessary the existing ordinance and regulations to bring them into consistency with the adopted comprehensive plan within one (1) year of plan submittal or as required by Florida State Statute, whichever is greater. At a minimum this will include the following: (1) Subdivision of land within the City; (2) Signage; (3) Areas subject to seasonal and periodic flooding.	All areas
CE.O.4.8	The present treatment system will operate at the advanced secondary level or that level required by the type of treatment. System modification and expansion (i.e. deep well, reuse) will include consideration of appropriate changes in treatment level. The City will correct existing facility deficiencies and will have chosen an alternative method for disposing of wastewater effluent.	All areas
CE.P.4.8.1	The City will investigate wastewater effluent disposal alternatives and provide coordination with the Florida Department of Environmental Protection.	All areas
CE.P.4.8.5	Wastewater reuse for irrigation, spray and fire emergencies will be included in future modification/expansion whenever cost-effective as determined by the city council.	All areas
CE.O.4.9	Throughout the planning period, the permitting and installation of additional septic tanks within the incorporated city limits will not be allowed unless an area is considered to be suitable for such use based on factors such as soils, density and land use.	All areas

Citation	Statement	Applies to
CE.P.4.9.3	The City will develop a strategy to reduce septic tank use, except as identified in objective 4.9.	All areas
CE.O.4.10	Upon plan adoption, wastewater package plants will not be allowed within the incorporated city limits except in cases of overriding public benefit as determined on a case-by-case basis by the city council.	All areas
CE.P.4.10.1	The City has adopted regulations placing limitations on the use of package plants within the incorporated city limits.	All areas
CE.O.4.11	Throughout the planning period, future development within the incorporated limits of the City will be considered for approval only if it is compatible with the City's wastewater treatment plans.	All areas
CE.P.4.11.1	Approval of new development will be based in part, upon an evaluation of the impact of the development on the City's wastewater treatment system.	All areas
CE.P.4.11.3	The City will require the total costs (extension of lines, alterations to lift stations and the cost of plant capacity) for providing new wastewater service to be borne by the specific users of the service system.	All areas
CE.O.4.14	To accomplish effective groundwater recharge where soil conditions permit through the establishment and implementation of ordinance containing groundwater recharge standards, with such ordinances being submitted for adoption consideration no later than September 30, 1991, with final adoption within one (1) year following the initial submittal.	All areas
CE.P.4.14.2	Post-development groundwater recharge rates equal to or greater than pre-development rates will be used by the City to represent the minimum standard in all ordinances involving groundwater recharge.	All areas
CE.O.4.15	To protect, preserve or improve the quality of surface drainage waters being discharged from existing and future drainage systems in the City so that such discharges do not contribute to the degradation of water quality conditions in receiving water bodies or prevent the improvement of degraded conditions, and promote the continuance of establishment of health, balanced natural environments through the implementation of ordinances, engineering studies, inspection programs, and coordinated actions with regulatory agencies.	All areas
CE.P.4.15.3	The City will identify various stormwater treatment measures and associated "best management practices" such as earthen berms, settling basins, filtration facilities, natural vegetation, oil/grease baffles and skimmers and similar devices intended to improve overall water quality and include them as a component of the City's site design standards and regulations, with emphasis being placed on the usage of the most efficient and cost-effective, nonpoint source pollution control techniques for each project whenever possible.	All areas
CE.P.4.15.5	The City will continue its program to reduce the number of existing points of direct stormwater discharge into receiving surface water bodies, where possible, consisting of the following procedures: a. Engineering studies will be initiated for the purpose of identifying the comparative nonpoint pollution impact of each direct discharge point, and determining relative priorities for corrective actions (or "retrofit" projects) to be undertaken, based on extent of: • Adverse impacts on receiving water body. • System retrofitting required to eliminate or minimize the adverse impacts. • Projected benefits to be accomplished. • Overall implementation feasibility. b. Facility design studies will be initiated for those direct discharge points determined to have the highest priority. c. The estimated costs of individual corrective action projects will be included as components of the capital improvements program, as regularly amended.	All areas
CE.O.4.16	All surface drainage systems under the City's authority shall receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions, with inspections of systems components.	All areas
CE.P.4.16.1	City public works staff will inspect surface water management system components and provide the required maintenance on at least an annual basis, based on financial feasibility and the link to a proposed stormwater management utility.	All areas

Citation	Statement	Applies to
CE.O.4.18	To reduce existing flooding problems and to prevent additional flooding problems from being created as a result of future development through actions identified in needs assessments and engineering studies, with the actions being undertaken on a priority basis as determined in the engineering studies, with individual prioritized actions being initiated no later than one (1) year following the completion of the engineering studies, consistent with the capital improvements plan.	All areas
CE.P.4.18.2	Drainage needs assessment investigations will be initiated by the City for areas within the City which have been identified as experiencing flooding problems, for the purpose of determining the nature and extent of the flooding problems, and possible actions to alleviate the problems.	All areas
CE.P.4.18.5	One (1) measure of flood control for new development will be implemented by the City through the limitation of fill in the 100-year floodplain. In cases where there are no alternatives to fill in the floodplain, compensatory storage for such fill will be provided through excavation in adjacent upland areas (above the 100-year floodplain) of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill, where such compensatory storage do not conflict with FDEP or SJRWMD requirements and can be accomplished in an environmentally sound and economically feasible manner.	All areas
CE.O.4.19	To accomplish the protection and preservation of existing wetlands as viable components of the City's surface water management systems, to include the establishment or maintenance of desirable hydro periods, water quality conditions, and natural ecosystems, applicable ordinances (including design criteria and standards). The City will maintain established wetland standards found in the Land Development Regulations.	All areas
CE.P.4.19.1	Public infrastructure improvements that encourage the development of wetlands will be avoided except in the case of overriding public interest, for the purpose of protecting and preserving wetland areas with appropriate measures such as ordinances and development standards being used to control development in affected wetland areas.	All areas
CE.O.4.20	In order for proper and adequate surface water management facilities to be provided in response to identified needs, existing deficiencies and needs will be determined, future needs based on an analysis of the future land use plan will be estimated, cost and time requirements of corrective actions will continue to be identified, and alternative sources of revenue will be evaluated, with the above information being compiled into a surface water management plan for the entire city and any external service areas.	All areas
CE.P.4.20.1	The City will undertake a comprehensive inventory of all components of the City's surface water management system as a project of highest priority, for the purpose of identifying and describing each system component, with the inventory representing the first phase of a possible stormwater management utility program.	All areas
CE.P.4.20.7	Stormwater management systems serving new development in the City will be required by the City to employ the most efficient and cost effective pollution control techniques available, consistent with or more restrictive than state and St. Johns River Water Management District regulations, standards and design criteria.	All areas
CE.P.4.20.8	New or redesigned stormwater management systems which will use detention-type stormwater treatment facilities will also provide for the diversion of the "first flush" of runoff to separate retention areas in order to protect the water quality in the detention system from the adverse effects of direct stormwater discharges, particularly in cases where direct bleed down techniques are employed.	All areas
CE.P.4.20.9	Individual on-site stormwater treatment facilities will be inspected following their construction. A periodic inspection program with regard to proper operation and maintenance is in place.	All areas
CE.O.4.24	Water conservation will continue to be included in development regulations and public information. These regulations and public information shall incorporate the goals, objectives, policies of the conservation element which pertain to use of potable water.	All areas

Citation	Statement	Applies to
CE.P.4.24.1	City development regulations will be revised to include water conservation strategies. Conservation strategies will include at least the following: (a) Installation of water conserving plumbing fixtures in new or renovated building construction which are, at minimum, consistent with the requirements of the State Water Conservation Act. (F.S. § 553.14). (b) Water reuse and/or reclamation, where appropriate, for irrigation, industrial use and other appropriate non-potable water use applications. (c) Encourage new development to use natural vegetation and/or drought resistant xeriscape plants. (d) Minimize the use of potable water by air/water heat pumps by adopting an ordinance based on the air/water heat pump model ordinance prepared by the St. Johns River Water Management District.	All areas
EAR		
PW.P.4.24.1	Revise regs to use water conserving plumbing fixtures in new/renovated bldg.***	All areas
PW.P.4.28	City will coordinate with Brevard Co. to reduce volume by 30% by 1994***	All areas
Land Development Regulations		
I.1.70.f	Provide for flood prevention, proper storm drainage, and ...***(a) Site and building regulations	All areas
I.1.95.4	... need to evacuate the recreational vehicle park ...***The objectives of this chapter are:	All areas
I.1.95.56	Coastal high hazard areas: ...***(A) DISTRICT AND INTENT. Mobile home parks developed in such a manner as to make efficient, economical and aesthetically pleasing use of the land, so restricted that same will be continually maintained by the owner, and when such is provided for in a carefully drawn plan, the city council may permit upon recommendation of the planning and zoning board such development providing the following conditions are met:	All areas
I.1.95.b	The hurricane vulnerability area ...***(6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas;	All areas
I.1.95.c	... minimum elevation requirements ...***	All areas
IV.42.10.a	The flood hazard areas of the city are subject to periodic inundation ...***(a) A Florida registered Professional Engineer or Architect must certify that the building has been designed and constructed so that below the flood protection elevation, the structure and attendant utility facilities are watertight and capable of resisting the effects of the regulatory flood. The design must take into account: flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effect of buoyancy, and impacts from debris.	All areas
IV.42.10.b	... flood losses are caused by the cumulative effect ...***(b) Flood-proofing measures must be operable without human intervention and without an outside source of electricity.	All areas
IV.42.10.c	... minimum elevation requirements be established ... for streets, roads...***Sewage collection and treatment systems and potable water supply systems must be designed and located to prevent inflow or contamination of surface waters up to the flood protection elevation. Electrical and communications utilities must be designed to avoid flood damage up to the flood protection elevation.	All areas
IV.42.13.a	Restrict or prohibit uses which are dangerous to health safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;	All areas
IV.42.13.b	Require that uses vulnerable to floods, including facilities ...***No development shall be approved if such development will result in an increase in the elevation of the regulatory flood, additional threats to public safety, extraordinary public expense, nuisance impacts, or violation of the public interest, or local ordinance.	All areas
IV.42.13.c	Control the alteration of natural floodplains, stream channels ...***Individual septic tanks, aerobic septic, and individual wells must receive development orders from appropriate County and/or State entities. Land development code standards for specific individual uses may impose larger or more restrictive site/lot area requirements.	All areas
IV.42.13.d	Control filling, grading, dredging and other development which may increase erosion or flood damage.	All areas

Citation	Statement	Applies to
IV.42.13.e	Prevent or regulate the construction of flood barriers which unnaturally divert floodwaters or which may increase flood hazards to other lands	All areas
IV.42.13.f	Regulate and control the minimum elevation for the construction of streets, roads, highways, buildings and other improvements; and thereby prevent damage or injury to persons or property from floods, surface drainage, storm runoff, overflow and other water conditions.	All areas
IV.42.14.a	To protect human life and health***Flood damage prevention	All areas
IV.42.14.b	To minimize expenditure of public money for costly flood-control projects***	All areas
IV.42.14.c	To minimize the need for rescue and relief efforts associated with flooding***	All areas
IV.42.14.d	To minimize prolonged business interruptions***These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.	All areas
IV.42.14.e	To minimize damage to public facilities and utilities such as water and ...***It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
IV.42.14.f	To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas.	All areas
IV.42.14.g	... potential home buyers are notified that property is in a flood area ...***It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
IV.42.14.h	To minimize damage to persons and properties from floodwaters....***(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.	All areas
V.50.52.1.a	Twelve (12) inches above base flood elevation***(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.	All areas
V.50.52.1.c	Such height or elevation as may be necessary to cause all surface, storm...***It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
V.50.52.2	Nonresidential construction. New construction or substantial improvement...***(4) Control filling, grading, dredging and other development which may increase erosion or flood damage.	All areas
V.50.52.3	Elevated buildings. New construction or substantial improvements ...***It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
V.50.52.3.a.	Provide a minimum of two (2) openings ...***(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.	All areas
V.50.52.3.b	... utility connections are prohibited below the base flood elevation;***The All Permit Applications objectives of this chapter are:	All areas
V.50.52.4.a	Prohibit encroachments, including fill, new construction ...***(1) To protect human life and health;	All areas
V.50.52.4.b	... shall comply with all applicable flood hazard reduction provisions ...***The objectives of this chapter are:	All areas
V.50.52.4.c	Prohibit the placement of manufactured homes (mobile homes)...***(2) To minimize expenditure of public money for costly flood control projects;	All areas
V.50.52.5.a	New construction of any street, road or highway ...***The objectives of this chapter are:	All areas
V.57.12.	A system shall be provided for draining all projects ...***It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
VI.62.76.1	... secure mobile home to the ground by the use of anchors and tie-downs...***(3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;	All areas

Citation	Statement	Applies to
VI.62.76.1.a	mobile home ... "hurricane and windstorm resistive" ...***The objectives of this chapter are:	All areas
VI.62.76.1.b	... each mobile home shall be tied down by one of the following ....***(4) To minimize prolonged business interruptions;	All areas
VI.62.79.d.1	Suitability of land. Land subject to flooding, improper drainage ...***The objectives of this chapter are:	All areas
VI.62.83.a	Water supply. Each mobile home park, mobile home cooperative ...***(5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;	All areas
VI.62.83.g	Tie down or anchorage. Mobile homes shall be tied down or anchored ...***The objectives of this chapter are:	All areas
VIII.85.36.B	On-site sewage disposal system. Where septic tanks are permitted ...***(7) To ensure that potential home buyers are notified that property is in a flood area.	All areas
Satellite Beach		
Capital Improvement Plan		
CIE.O.1.3	Prohibit expenditures for development/ redevelopment east of Coastal Construction Control Line***	All areas
CIE.P.1.1.4	Fund drainage improvements to mitigate hazardous street flooding***	All areas
CIE.P.1.3.1	Protect and renourish dunes and beach excluding additional development***	All areas
Table.8-1	Stormwater drainage for flooding/pipe failure $160,000 annually through 01***	All areas
City Code		
I.30.4.5.e	Improperly managed stormwater runoff increases the incidence ...***(4) Evacuation. It shall be the responsibility of the park management to notify all park occupants of the need to evacuate the recreational vehicle park in case of fire, wind, water or other manmade disasters or acts of God.	All areas
I.30.4.6.a	Flooding is a natural, recurring phenomenon in the city.***On-site sewage disposal system. Where septic tanks are permitted by applicable City regulations and are to be utilized, the Brevard County Consumer Health Services Division shall utilize the standards of Chapter 10-6, Florida Administrative Code, to determine that on-site sewage disposal systems are permitted and under what conditions, if any. Unless a Development Order is issued pursuant to Subsection (A) hereof, no Development Order shall be issued, unless conditioned upon hook-up to an on-site disposal system operated in compliance with Chapter 10D-6, Florida Administrative Code. No Final Development Order shall be granted until the applicant shall submit to the Development Director, a certificate from the Brevard County Health Department that certifies that the site is or will be made suitable for the use of	All areas
I.30.4.6.b.1	They provide natural storage and conveyance of floodwaters.***(56)Coastal high hazard areas: Areas designated by local governments (pursuant to s. 163.3178(2)(h), F.S.) and includes areas which have historically experienced destruction or severe damage, or are scientifically predicted to experience destruction or severe damage, from storm surge, waves, erosion, or other manifestations of rapidly moving or storm driven water. These areas shall include all areas where public facilities have been damaged or undermined by coastal storms, Federal Emergency Management Agency designated V zones, areas seaward of the coastal construction control line established by the Florida Department of Natural Resources pursuant to Chapter 161, F.S., and inlets which are not structurally controlled.	All areas
I.30.4.6.b.2	They facilitate groundwater recharge.***	All areas
I.30.4.6.b.3	They provide temporary storage of surface waters that moderates flood ...***	All areas
I.30.4.6.d.1	Structures located in floodprone areas are placed at unreasonable risk ...*** (c) It is imperative that minimum elevation requirements be established for the construction of streets, roads, highways, buildings and other improvements in these areas of the City other than the flood hazard areas determined by the Federal Emergency Management Agency, in order to control, storm runoff and other water conditions.	All areas
I.30.4.6.d.2	Expensive and dangerous search, rescue and disaster relief operations...***Provide for flood prevention, proper storm drainage, and appropriate utility systems.	All areas

Citation	Statement	Applies to
I.30.4.6.d.3	Roads ... may be damaged by flooding ...***Except as herein provided, the surface of the lowest level of any building or structure designed for human occupancy, excluding parking garages, shall be not less than twelve (12) inches above the mean crown of the adjoining street or streets to the lot or parcel upon which the building is constructed. The building official may waive this requirement when he is satisfied through submittal of a topographic survey and other supporting engineering documentation, that the conditions of terrain and soils provide adequate protection against the one-hundred-year flood criteria. Other considerations which must be addressed include sanitary waste disposal, either through public or private systems. In addition, the building official may require certification from a registered engineer that the finished floor is at least twelve (12) inches above the base flood elevation (one-hundred-year flood) for the area and may further require a release of liability signed by the property owner, duly recorded in the county records, releasing the city from any claims arising out of the granting of this waiver.	All areas
I.30.4.6.d.4	Flooding of developed properties ... projects to control floodwaters.***The flood hazard areas of the City of Titusville are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.	All areas
I.30.4.6.d.5	Normally flood-free lands are placed at risk of flooding ...***These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise protected from flood	All areas
I.30.4.6.d.6	Water quality is degraded, the supply of fresh water to estuaries is...***Warning and disclaimer of liability. The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages.	All areas
I.30.4.6.d.7	Property values are lowered and economic activity is disrupted ...*** (a)It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
I.30.4.7.c.3	The dune provides protection from wave erosion for oceanfront properties ..*** (a) It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
I.30.6.5.a	Protect ... groundwater and surface water.*** (1)Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion (hazards, or which result in damaging increases in erosion) or in flood heights or	All areas
I.30.6.5.b	Prevent activities which adversely affect groundwater and surface water.*** (a) It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:	All areas
I.30.6.5.c	... stormwater management systems ... approximate natural systems.*** (2)Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;	All areas
I.30.6.5.d	Protect natural drainage systems.*** (a)It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions	All areas
I.30.6.5.e	Minimize runoff pollution of groundwater and surface water.***(3)Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;	All areas
I.30.6.5.f	Maintain and restore groundwater levels.*** (a)It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions	All areas

Citation	Statement	Applies to
I.30.6.5.g	Protect and maintain natural salinity levels in estuarine areas.***(4)Control filling, grading, dredging and other development which may increase erosion or flood damage; and,	All areas
I.30.6.5.h	Minimize erosion and sedimentation.*** (a)It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions	All areas
I.30.6.5.i	Protect, maintain and restore the habitat of fish and wildlife.***(5)Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.	All areas
I.30.6.6.a	Protect human life and health.***(b) The objectives of this article are:	All areas
I.30.6.6.b	Minimize expenditure of public money for costly flood control projects.*** (1) To protect human life and health;	All areas
I.30.6.6.c	Minimize the need for rescue and relief efforts associated with flooding ..***(b) The objectives of this article are:	All areas
I.30.6.6.d	Minimize prolonged business interruptions and damage to public facilities*** (2) To minimize expenditure of public money for costly flood control projects;	All areas
I.30.6.6.e	... providing for the sound use and development of floodprone areas.***	All areas
I.30.6.6.f	... purchasers ... are notified that the property is in a floodprone area.***(b) The objectives of this article are:	All areas
I.30.6.6.g	... vulnerable to floods are designed ... to resist flood damage.*** (3)To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;	All areas
I.30.6.6.h	Preserve natural floodplains, stream channels and natural protective ...***	All areas
I.30.6.6.i	Limit filling, grading, dredging and other development ... erosion ...***	All areas
I.30.6.6.j	Prevent unnatural diversion of floodwater to lands that are ... flood free.***(b) The objectives of this article are:	All areas
I.30.6.6.k	Maintain the normal movement of surface waters, the optimum storage ...*** (4)To minimize prolonged business interruptions;	All areas
I.30.6.6.l	Avoid the need of costly and environmentally disruptive flood management ..***	All areas
I.30.6.6.m	Encourage the use of floodprone lands as open space.***	All areas
I.30.6.6.n	Make the city eligible for participation in the National Flood Insurance Program***(b) The objectives of this article are:	All areas
II.34.41.a.5	... in the interest of public safety because of fire, flood, storm ...***(b) As used in the "Hurricane Evacuation Planning Sub-Element": The hurricane vulnerability area (Level of Threat A) as defined by the Hurricane Evacuation Study (East Central Florida Regional Planning Council). Includes the area bounded by Rockledge Drive on the west and the Indian River Lagoon on the east.	All areas
II.66.54	No person shall, by any means of locomotion, traverse or cross the crest...***(b) The objectives of this article are:	All areas
III.30.173.c	For purposes of determining concurrency, ...*** (6)To help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and	All areas
IV.30.229.f.	Every use shall be so operated so that no solid material or nonsolid ...***(b) The objectives of this article are:	All areas
IV.30.231.d.	...generation, storage, disposal or use of toxic or dangerous chemicals ...*** (7)To ensure that potential home buyers are notified that property is in a flood	All areas
IV.50.143	... debris or refuse has accumulated by reason of any storm, ...***	All areas
V.	Make the city eligible for participation in the National Flood Insurance Program*** (5)To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;	All areas
V.30.261.2	Provide for adequate minimum standards and procedures ...***(5) Street, road and highway construction. New construction of any street, road or highway shall have the crown of such street, road or highway elevated to or above the level of the highest of the following described elevations, to wit:	All areas
V.30.278	New structures or substantial improvements of structures located east ...***	All areas

Citation	Statement	Applies to
VI.30.311	... regulations for protecting the city's natural and manmade resources ...***(a) Nineteen (19) feet above mean sea level; or	All areas
VI.30.362.a	Estuarine shoreline protection zone (canal/river shoreline). ...***(1) Each owner or other person having possession or control of a mobile home in an MH (mobile home) district shall secure such mobile home to the ground by the use of anchors and tie-downs so as to resist wind overturning and sliding. However, nothing herein shall be construed as requiring that anchors and tie-downs be installed to secure mobile homes which are permanently attached to a permanent structure. A permanent structure shall have a foundation and such other structural elements as are required pursuant to rules and regulations promulgated from time to time by the state department of highway safety and motor vehicles which assure the rigidity and stability of the mobile home.	All areas
VI.30.362.b	Ocean bluff protection zone ...***(a) A mobile home manufactured in accordance with the code standards, as defined by Florida Statutes and "hurricane and windstorm resistive" shall be anchored to [at] each anchor point provided on the mobile home. A mobile home not meeting these standards must be anchored with anchor points spaced as required by the state department of highway safety and motor vehicles, starting at each end of	All areas
VI.30.364.a.	... historical storm and hurricane tides ...***(b) In addition, each mobile home shall be tied down by one of the following means:	All areas
VI.30.364.c	... protect the integrity of the coastal beach and dune ...***1. A mobile home having built-in, over-the-roof ties shall be secured by the tie-down points; provided, that such built-in ties and points meet the standards promulgated by the state department of highway safety and motor vehicles.	All areas
VI.30.364.f.	No permit shall be granted unless the applicant shall have sufficient ...***2. A mobile home not having built-in, over-the-roof ties and tie-down points meeting state department of highway safety and motor vehicles standards shall be secured in accordance with standards promulgated by such department.	All areas
VI.30.391	The degree of flood protection required by this division is reasonable ...*** (d) Design requirements for mobile home parks, mobile home cooperatives, and mobile home condominiums. All mobile home parks, mobile home cooperatives, and mobile home condominiums established within the city shall conform with the following requirements:	All areas
VI.30.392	... located or maintained within any area of special flood hazard ...*** (1) Suitability of land. Land subject to flooding, improper drainage or erosion, or that is for topographic or other reasons [is] unsuitable for use as a mobile home park, mobile home cooperative, mobile home condominium shall not be used for same unless these hazards can be and are corrected.	All areas
VI.30.395	.a Dune-crossing structures, dune construction or restoration, or ...***Water supply. Each mobile home park, mobile home cooperative, [and] mobile home condominium shall be connected to a municipal water supply system. At least one above ground water service connection shall be provided for each mobile home site.	All areas
VI.30.395.b	... cause an absolute minimum disruption to the dunes, bluff or ...***Tie down or anchorage. Mobile homes shall be tied down or anchored in accordance with the requirements of Florida Statutes, Section 320.8325, and Appendix H, Standard Building Code, and regulations adopted pursuant thereto.	All areas
VII.30.472.2	Impervious surface areas of a residential lot shall not exceed ...***(c) The intent of this Article is to preserve and protect floodplains and their functions through the limitation of development in these areas.	All areas
VII.30.473.2	Impervious surface areas of a lot shall not exceed the maximum ...*** (a) In all areas of special flood hazard the following provisions are required:	All areas
VII.30.473.3	... provide pervious areas to reduce stormwater runoff ...***(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure;	All areas
VII.30.476	The use of non-permeable or impervious plastic and similar material ...*** (a) In all areas of special flood hazard the following provisions are required:	All areas
VII.30.572.a	The design and performance of all stormwater management systems...*** (2)Manufactured homes shall be anchored to prevent flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This standard shall	All areas

Citation	Statement	Applies to
	be in addition to and consistent with applicable state requirements for resisting wind forces;	
VII.30.572.b	The following development activities are exempt from the stormwater ...*** (a) In all areas of special flood hazard the following provisions are required:	All areas
VII.30.573.1	While development activity is underway and after it is completed...***(3) New All areas construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;	All areas
VII.30.573.2	... development activity shall not violate the water quality standards ...***(a)In all areas of special flood hazard the following provisions are required:	All areas
VII.30.574.1	Detention and retention systems shall be designed in conformance ...***(4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;	All areas
VII.30.574.2	To the maximum extent practicable, natural systems shall be used ...***(a)In all areas of special flood hazard the following provisions are required:	All areas
VII.30.574.3	The proposed stormwater management system shall be designed to...***(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of	All areas
VII.30.574.4	... shall be designed to function properly for a minimum 20-year life.***(a)In all areas of special flood hazard the following provisions are required:	All areas
VII.30.574.5	The design and construction of the proposed stormwater management...***(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;	All areas
VII.30.574.6	No surface water may be channeled or directed into a sanitary sewer.***(a) In all areas of special flood hazard the following provisions are required:	All areas
VII.30.574.7	The proposed stormwater management system shall be compatible...***(7)New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;	All areas
Comprehensive Plan		All areas
CCME.O.1.3	Prohibits public subsidization of land development/redevelopment***	
CCME.O.1.4A.2	Requires new construction rules apply to storm damage more than 67%	All areas
CCME.O.1.7	Shoreline Protection Ordinance	Redevelopment
CCME.O1.10	City shall conserve, protect, make appropriate use of soils, minerals, and native vegetative communities within the City	All areas
CCME.P.1.1.3	Establish Ocean Bluff Protection Area prohibiting construction in area***	All areas
CCME.P.1.5.4	Work with other agencies to preserve/enhance wetlands, beach, habitat***	All areas
CCME.P.1.5.5	Administer water conservation and floodplain management regulations and implement watershed and shoreline protection ordinances	
CCME.P.1.5.6	Work with SJRWMD, FDEP, FIND, etc. to clear waterways of organic rich sediments (muck)***	All areas
CCME.P.1.6.3	The City will protect from development and inappropriate alteration, natural reservations identified in the Recreation and Open Space Element	All areas
CCME.P.1.6.4	Designation environmentally sensitive lands in accordance with LDR***	All areas
CCME.P.1.6.5	City will ensure that it has the ability to manage hazardous wastes in a manner that protects natural resources and human health and safety	All areas
FLUE.P.1.7.1	Encourages elimination/reduction of uses in an interagency hazmat report***	All areas
FLUE.P1.1.1	LDR's shall prohibit development where LOS is diminished***	All areas
FLUE.P1.1.6	Correlate coastal population densities with OEMs' evacuation plans***	All areas
FLUE.P1.2.1	Minimize conditions affecting nonresidential areas of flooding***	All areas
HE.P.1.4.5	Continue ban on mobile homes within the city***	All areas
IE.O.1.2	Develop program of phased improvements over 20 years to storm drainage***	All areas
IE.P.1.1.4	Support projects to achieve water quality standards, service levels***	All areas

Citation	Statement	Applies to
IE.P.1.10	City supports improvements to countywide hazardous waste program***	All areas
IE.P.1.6	Monitor progress toward reducing groundwater infiltration to 10% of flow***	All areas
IE.P.1.6	Continue sampling, testing, analysis of stormwater discharges***	All areas
IE.P.1.9	Support County's solid waste disposal service and recycling system***	All areas
Policy 1.2.9.a	Post-disaster redevelopment shall be governed by all applicable codes, city charter provisions and standards, in regard to setbacks, off-street parking and landscaping and shall decrease future public and private vulnerability to future storms by applying with applicable state and county construction regulations.	All areas
Policy 1.4A.4	The city has participated in the development of the County's Emergency Management Plan.	Redevelopment/ Reconstruction Only
Policy 1.4B.1	The city will support mitigation activities to eliminate or reduce disaster damages and to coordinate recovery efforts with long term development and hazard mitigation plans of the city. 1. S.B. Departments/agencies are encouraged to support mitigation efforts that fall within their respective missions.	All Facilities
Policy 1.4B.2	When the President makes a Disaster Declaration, the Disaster Relief Act of 1974, Section 408, as amended, sets forth certain conditions for receiving any federal disaster loans or grants, specifically the mitigation measures will be taken to prevent such damages from reoccurring.	All Permit Applications
TE.O.1.7	Recommend improvement of flooding conditions across Pineda Causeway***	All Permit Applications

Titusville

Capital Improvement Plan

CIE.1.2.1	City shall only expend funds in CHHA for replacement of public facilities***	All areas

Capital Improvement Schedule

CI Schedule for Water Resources	Water Distribution Improvements	All Utilities
CI Schedule for Water Resources	Water System Improvements FY 15-19--$500,000 per year	All Utilities
CI Schedule for Sanitary Sewer	Sewer System Improvements - FY15-19 $350,000 per year	All Utilities
CI Schedule for Sanitary Sewer	Infiltration/Inflow Assessment FY15-18 - $525,000.	All Utilities
CI Schedule for Stormwater	Draa Field Retention Pond - $850,000	All areas
CI Schedule for Stormwater	TMDL Basin Management Plan FY15-19 - $1,185,000	Required Retrofit Only
CI Schedule for Stormwater	NPDES – FY15-19 $300,000	All areas
CI Schedule for Stormwater	Steel Pipe replacements FY15-19 ---$$900,000	Required Retrofit Only

Code of Ordinances

IV.1.6.91.a	provide adequate protection against the one-hundred-year flood criteria...***(A) ... the following conditions are met:	All areas

Comprehensive Plan

CME.1.1.1	Erosion control practices shall be employed for development and agriculture***	Redevelopment/ Reconstruction Only
CME.1.1.3	Industries using hazmat shall insure water is not contaminated***	All areas
CME.1.2.1	Removal of native vegetation in littoral zone of waterbody eliminated***	All areas
CME.2.1.1	New construction shall adhere to NFIP standards	All areas
CME.2.1.2	Development which may jeopardize the public shall not be allowed***	All areas
CME.2.2.1	Public subsidization of infrastructure in CHHZ shall be avoided***	All areas

Citation	Statement	Applies to
CME.2.2.2	Programs shall be developed to mitigate forces of hurricane events***	All areas
CME.2.2.3	Continue to update and implement post disaster redevelopment policies as needed	All areas
FLUE.1.18.1	Maintain disaster operations plan coordinated with County and KSC***	All areas
FLUE.1.18.2	Identify inland structures to function as temporary housing for evacuees***	All areas
FLUE.1.18.3	Police and fire departments shall coordinate with County in evacuating***	All areas
FLUE.1.18.4	Post-hurricane mitigation includes mechanisms for relocation of structures***Applies to annexed land extending corporate boundaries to Palm Bay Road.	All areas
IE.3.1.3	City will initiate maintenance program for major drainage systems annually***Applies to area annexed extending city to Palm Bay Road, as it's developed	All areas
CE 1.1.11	Cost of restoration of environmentally damaged areas shall be borne by the party directly responsible for the damage	All areas
CE.1.2.3	The City will not allow total removal of vegetation during land development	All areas
CE.1.5.2	Storage of hazardous material with "areas of critical concern" shall be regulated in accordance with the City's Aquifer Protection Ordinance	All areas
CE.1.6.1	The development of wetlands shall be addressed in the City development regulations	All areas
CE.1.10.1	The City shall provide standards or programs to protect or restore littoral vegetation in and adjacent to a waterbody in order to prevent shoreline erosion, filter out nutrients and provide wildlife habitat.	All areas
CE.1.6.6	Mitigation for unavoidable impacts to wetlands, which possess significant functional value, as determined by a functional assessment, will be addressed in the land development regulations	All areas
CE.1.10.2	Erosion and sedimentation control practices shall be employed for all urban development and agricultural activities where needed to protect natural waterbodies, water courses, and wetlands from siltation.	All areas
CE.1.12.1	The City shall develop a comprehensive surface water basin management plan for the major waterways. The planning and approval of new development, new public wastewater or stormwater facilities, and the retrofitting of existing wastewater or stormwater facilities shall conform to the comprehensive surface water basin management plans.	All areas
CE.1.12.2	The City shall institute a maintenance program for public stormwater management systems so as to ensure the proper functioning and expected pollutant removal efficiency of stormwater management systems.	All areas
CE.1.12.3	The City shall promote the conservation of natural vegetation in flood plain areas and freshwater swamps for the purpose of storing stormwater run-off.	All areas
CE.1.12.4	Flood control for new development shall be accomplished through the limitation of fill in the 100-year flood plain as defined by Federal Emergency Management Agency (FEMA). Where no practical alternative to fill in the 100-year flood plain exists, compensatory storage for such fill shall be as provided for in Strategy 1.12.4.1.	All areas
CE.1.12.5	Land exhibiting the following conditions shall be developed at a density no greater than one unit per acre unless site specific verifiable data is presented which contradicts such limiting conditions.	All areas
CE.1.13.1	The City shall require applicable best management practices for the use, handling, storage or disposal of regulated substances so as to prevent ground water contamination.	All areas
CE.1.13.2	The City shall continue to protect groundwater quality and quantity by regulating impervious surface coverage in its prime recharge area (Area of Critical Concern)	All areas
CE.1.13.3	The City shall encourage SJRWMD, FEDP and other applicable regulatory agencies to pursue additional groundwater monitoring studies on the quality of the surficial aquifer water resources within the City.	All areas
CE.1.13.4	The City shall make all reasonable efforts to coordinate with Brevard County and other municipalities supplying potable water to facilitate measures to protect groundwater quality and groundwater resources capacity.	All areas
CE.1.14.1	The City shall maintain its water conservation plan	All areas
CE.1.14.6	The City shall utilize the emergency conservation techniques in accordance with the regional water management district in times of a ‘declared’ severe water shortage.	All areas

Citation	Statement	Applies to
Land Development Regulations		
V.35.81.a	The flood hazard areas of the City of Titusville are subject to periodic ..***(a) Site and building regulations	
V.35.81.b	... flood losses are caused by the cumulative effect ...***(1) Size of development site. The minimum size of the site to be developed for a mobile home park shall be ten (10) acres.	All areas
V.35.82.a	... promote the public health, safety and general welfare ...***(a) Site and building regulations	All areas
V.35.82.a.1	... prohibit uses which are dangerous to health ...***(8) ... All mobile home parks must be connected to public water and sewer lines....	All areas
V.35.82.a.2	... protected against flood damage at the time of initial construction;***(a) Purpose. The purpose of this ordinance is to permit a desirable living environment for the residents of multiple-family dwelling districts, to provide timely logical commercial and industrial development and to encourage a harmonious relationship with surrounding developments by providing for a review and evaluation by the planning and zoning board and city council for all multifamily projects of twenty (20) or more units, all commercial developments of three (3) acres or more, all industrial developments of five (5) acres or more, mobile home parks, institutional zoning and all conditional uses, and all plans for development of property within the Downtown Redevelopment Area as	All areas
V.35.82.a.3	Control the alteration of natural floodplains, stream channels ...***	All areas
V.35.82.a.4	Control filling, grading, dredging and other development which ...***If the Florida Department of Environmental Protection finds a sanitary nuisance exists as defined in Chapter 386 of the Florida Statutes and such nuisance may be abated by sewer service to the City of Titusville sewerage system, the city on the written request of the Florida Department of Environmental Protection may authorize an immediate connection to the City of Titusville sewerage	All areas
V.35.82.a.5	Prevent ... unnaturally divert floodwaters or which may increase flood ...***It shall be unlawful to dispose of sewage waste to a septic tank or temporary wastewater treatment facility after the expiration of such permit.	All areas
V.35.82.b.1	To protect human life and health;***The council finds that uncontrolled drainage and development of land has a significant adverse impact upon the health, safety and welfare of the community.	All areas
V.35.82.b.2	To minimize expenditure of public money for costly flood control projects;***(7) Improperly managed storm water runoff can increase the incidence of flooding and the level of floods which occur, endangering property and human life;	All areas
V.35.82.b.3	To minimize the need for rescue and relief efforts associated with flooding***(9) Substantial economic losses result from these adverse impacts on community waters;	All areas
V.35.82.b.4	To minimize prolonged business interruptions;***(12) To prevent damage from flooding, while recognizing that natural fluctuations in water levels are beneficial;	All areas
V.35.82.b.5	To minimize damage to public facilities and utilities such as ...***(1) All proposed storm water management systems shall be designed to prevent flood, safety or health hazards.	All areas
V.35.82.b.6	... maintain a stable tax base ...***(4) Runoff computations shall be based on the most critical situation (rainfall duration, distribution and antecedent soil moisture condition) and conform to acceptable engineering practices using rainfall data and other local information applicable to the affected area.	All areas
V.35.82.b.7	... notified that property is in a flood area.***(5) All storm water management facilities shall be designed for a minimum of twenty-year life and shall have low maintenance cost and easy legal access for periodic maintenance.	All areas
V.35.82.c	The intent of this Article is to preserve and protect floodplains and ...***The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.	All areas
V.35.84	... degree of flood protection required ...***(A) ... the following conditions are	All areas

Citation	Statement	Applies to
V.35.88.a.1	New construction and substantial improvements shall be anchored ...***These flood losses are caused by the cumulative effect of obstructions in floodplains increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed or otherwise unprotected from	All areas
V.35.88.a.10	Any alteration, repair, reconstruction or improvement to a structure ...***(a) To protect human life and health;	All areas
V.35.88.a.12	... elevated no lower than one foot above the base flood elevation.***The objectives of the provisions of this Code relating to flood damage prevention	All areas
V.35.88.a.2	Manufactured homes shall be anchored to prevent flotation ...***	All areas
V.35.88.a.3	New construction ... resistant to flood damage;***(Ord. No. 1022-91, º 1, 12-18-	All areas
V.35.88.a.4	New construction ... minimize flood damage***Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;	All areas
V.35.88.a.5	... service facilities ... prevent water from entering or accumulating ...***Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;	All areas
V.35.88.a.6	New and replacement water supply systems ...***Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;	All areas
V.35.88.a.7	New and replacement sanitary sewage systems ...***Control filling, grading, dredging and other development which may increase erosion or flood damage;	All areas
V.35.88.a.8	On-site waste disposal systems shall be located and constructed ...***Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and	All areas
V.35.88.a.9	Any alteration, repair, reconstruction or improvement to a structure ...***The objectives of the provisions of this Code relating to flood damage prevention	All areas
V.35.90.a	All subdivision proposals ... minimize flood damage.***(b) To minimize expenditure of public money for costly flood-control projects;	All areas
V.35.90.b	All subdivision proposals shall have public utilities and facilities ...***The objectives of the provisions of this Code relating to flood damage prevention	All areas
V.35.90.c	All subdivision proposals shall have adequate drainage ...***(c) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;	All areas
V.35.90.d	Base flood elevation data shall be provided for subdivision proposals ...***The objectives of the provisions of this Code relating to flood damage prevention	All areas
V.35.91.a	Standards for areas of shallow flooding (AO Zones).***(d) To minimize prolonged business interruptions;	All areas
V.35.91.b.1	All new construction and substantial improvements ...***The objectives of the provisions of this Code relating to flood damage prevention are:	All areas
V.35.91.b.2	All new construction and substantial improvements ... utilities***(e) To minimize damage to public facilities and utilities such as water and gas mains, electric telephone and sewer lines, streets and bridges located in floodplains;	All areas
VI.35.101	... reduce the potential harm ... of hazardous waste ...***The objectives of the provisions of this Code relating to flood damage prevention are:	All areas
VI.35.101.a	... safe and cost effective hazardous waste storage ...***(f) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;	All areas
VI.35.101.c	The regulation of hazardous and toxic materials in the City shall, ...***The objectives of the provisions of this Code relating to flood damage prevention	All areas
VI.35.101.d	The Administrator shall be the City Council's representative ...***(g) To ensure that potential home buyers are notified that property is in a flood area; and	All areas
VI.35.102.a	hazardous and toxic substances shall be prohibited unless in compliance...***The objectives of the provisions of this Code relating to flood damage	All areas

Citation	Statement	Applies to
VI.35.103.a	Regulation of extremely hazardous substances ...***(h) To minimize damage to persons and properties from floodwaters, and also from surface drainage, storm runoff, overflow and other water conditions both in flood hazard areas and other areas that are not specifically specified as flood hazard areas…	All areas
VI.35.103.b	... prevent the accidental discharge of any extremely hazardous substances***A system shall be provided for draining all projects requiring a development order from the city including the lots, roads and streets in the subdivision and for handling drainage runoff that comes into or across the subdivision from the outside. Soil types shall be considered and ultimate land usage assumed for selection of proper runoff designed by accepted engineering principles for design floods resulting from rain storms of the maximum intensity predicted for Brevard County for at least the one-hundred year storm of twenty-four-hour duration, with a maximum rainfall of thirteen (13) inches for any water management facility to meet a one hundred (100) year storm of twenty-four (24) hour pre-post event. This includes known flood prone areas outside the special flood hazard area, however, if any engineer performs a basin study of one (1) mile in all directions and proves the proposed development will not have a negative impact on the drainage system, the project may build to the twenty-five (25) year twenty-four (24) hour event. Any facility not having an effective positive outfall shall design the water management facility to retain the one hundred (100) year storm of twenty-four (24) hour event of the maximum rainfall intensity of thirteen (13) inches as predicted for Brevard County. The system shall be designed for twenty-year life, low maintenance costs, and ease of maintenance methods.	All areas
VI.35.103.c.	[hazardous substances] ... located within the area of critical concern ...***(1) Residential construction. In all new construction or substantial improvement of any residential structure (or manufactured home/mobile home), the elevation of the lowest horizontal structural member, including basement, but excluding footings, pilings, columns, pile caps, nonstructural slabs, bracing and grade beams, shall not be lower than the level of the highest of the following described elevations, to-wit:	All areas
VI.35.104.a	...[no] hazardous and toxic materials ... within 750' [of potable] wells***(a) Twelve (12) inches above base flood elevation; or	All areas
VI.35.104.b	...[no hazardous and toxic materials] ... In the area of Critical Concern***(b) Eighteen (18) inches above the crown of the public street, road or highway upon which the property site of such residence fronts; or	All areas
VI.35.104.c	In all areas of the City, the production ... hazardous and toxic materials***(1) Residential construction. In all new construction or substantial improvement of any residential structure (or manufactured home/mobile home), the elevation of the lowest horizontal structural member, including basement, but excluding footings, pilings, columns, pile caps, nonstructural slabs, bracing and grade beams, shall not be lower than the level of the highest of the following described elevations, to-wit:	All areas
VI.35.104.d	... toxic material in quantities greater than those permitted ...***(c) Such height or elevation as may be necessary to cause all surface, storm, flood and other waters to adequately and suitably drain from the residence site into a drainage facility serving the locale of the residence at the time of such construction or substantial improvement	All areas
VI.35.104.e	Hazardous materials discharge shall be prohibited. No entity...*** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection (A)(3) below.	All areas
VI.35.105.a	hazardous or toxic substances prohibited within "Area of Critical Concern."***(2) Nonresidential construction. New construction or substantial improvement of any commercial, industrial or other nonresidential structure (or manufactured home/mobile home) shall have the lowest floor, including basement, elevated no lower than the elevation required for residential construction as specified in subsection (1) of this paragraph (A), or structures and their attendant utility and sanitary facilities located in all A zones may be floodproofed in lieu of being elevated; provided, that all areas of the structure below the elevation required for residential specified in subsection (1) of this paragraph (A) are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this paragraph are satisfied. Such certification shall be provided to the official as set forth in this section.	All areas

Citation	Statement	Applies to
VI.35.105.b	Within the Area of Critical Concern, no nonresidential storage ...***(3) Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.	All areas
VI.35.105.d	Monitoring Capability. All new non-portable storage facilities ...***(a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:	All areas
VI.35.106.a	An inventory of regulated substances and an Emergency Plan ...***(1) Provide a minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject of flooding;	All areas
VI.35.106.a	Approved containment of regulated substances shall be required. ...***(b) Electrical, plumbing and other utility connections are prohibited below the base flood elevation;	All areas
VI.35.106.b	Emergency Management and Contingency plan shall be required ...***(4) Floodways. Located within areas of special flood hazard established, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:	All areas
VI.35.107.a	Report of spills and liability for clean up. ...***(a) Prohibit encroachments, including fill, new construction, substantial improvements and other developments, unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during Hazardous materials or substances; cleanup or abatement ...***(4) Floodways.	All areas
VI.35.107.e	Located within areas of special flood hazard established, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:	All areas
VI.35.107.f	City shall be entitled to recover all of its expense for taking emergency***(b) If subsection (4)(a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.	All areas
VI.35.109.a	Reconstruction after catastrophe ...***(4) Floodways. Located within areas of special flood hazard established, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:	All areas

West Melbourne

Capital Improvement Plan

CIE.Roadway	Improving intersection of Henry & Dougherty--Construction Fund	Redevelopment/ Reconstruction Only
CIE.Wastewater	Sewer pipe lining--Wastewater Utility/Stormwater Special Revenue	Redevelopment/ Reconstruction Only

Capital Improvement Plan Budget

Sewer	Lift Station rehab at Garretts Run 2009-10--$160,000	Redevelopment/ Reconstruction Only
Sewer	Lift Station renovation at Laila Park 2009-10--$160,000	Redevelopment/ Reconstruction Only
Stormwater	Mapping and Master Plan 2009-10--$130,000	Redevelopment/ Reconstruction Only

Citation	Statement	Applies to
Transportation	Dairy RD construction 2012013--$2,500,000	New Development/ Construction Only
Transportation	Dairy RD widening--design 2009-10--$250,000	Redevelopment/ Reconstruction Only
Water	Emergency intertie for fire flow 2009-10--$200,000	Redevelopment/ Reconstruction Only
Comprehensive Plan		
Cons.5.4	Stormwater management ordinance enforced to maintain water quality***	All areas
Cons.5.3	Uses causing adverse effects to groundwater recharge area is prohibited***	All areas
Cons.5.1	Amount of pre-development runoff shall not exceed post-development runoff***	New
Cons.5.3	Direct channeling of surface water runoff into waterbodies is prohibited***	All areas
CE.P.2.8	Compliance with effluent standards in operation wastewater treatment plant***	All areas
CE.P.2.9	Continue to operate deep well injection system, alleviating pollution***	All areas
CE.P.3.1	Public water and sewer shall be required for all development projects***	New
Cons.5.1	Amount of pre-development runoff shall not exceed post-development runoff***	New
Cons.4.7	Educate the public about irrigation	All areas
Cons.4.6	Requires reclaimed water lines and connection to reuse system***	New
Cons.4.9	Septic tanks allowed only in areas where public sewer is unavailable***	New
Cons.4.10	Require installation of backflow preventers on non-residential services***	All areas
Intergov.2.5	Coordinate disposal resources with Brevard County	
Pub.Fac.5.4	Educate about unsafe disposal of hazardous wastes***	All areas
Cons.3.7	Environmental report required for all development in 1/2 ac wetlands***	New
Pub.Fac.4.7	New subdivisions required to connect to major wastewater system.***	New
Cons.3.9	Limited development permitted in wetlands	All areas
Pub.Fac.6.10	The city will develop a master drainage inventory as part of the master drainage plan and plan during the ten-year time frame of this Comprehensive Plan.	All Utilities
Pub.Fac.	Amend land development regulations to be consistent with FEMA	All areas
Cons.3.8	Environmental assessment to be done prior to development in wetlands***	New
Pub.Fac.	Contain sanitary sewer facilities during a storm event	New
HE.1.8	Update/enforce building codes to assure safe and healthful structures*** Applies to multiple family, industrial, mobile home and commercial development.	New
Cons.5.8	Continue deep well injection system***	All areas
Cons.5.4	Enforce stormwater management for private facilities***	All areas
Pub.Fac.6.10	Develop Master Storm Drainage Plan for entire city***	All areas
PFE.1.4	Development expansion tied to available capacity	New
Pub.Fac.6.3	Public Works will evaluate city drainage systems	All areas
Pub.Fac.2.6	Minimize use of potable water sources for irrigation purposes	All areas
Pub.Fac.5.5	City shall continue to require recycling of solid waste***	All areas
Pub.Fac.1.3	City shall ensure adequate facilities/services are available and implement growth management	New
Pub.Fac.6.3	City will insure drainage systems be inspected and maintained annually***	All areas

Citation	Statement	Applies to
Table 12 p. 41 Stormwtr. Improv.	Baffle box installation 2009--$613,400	Required Retrofit Only
Table 14 p. 48 Sanitary Swr Proj.	Haven DR lift station 2009-- $210,000	Required Retrofit Only
Table 14 p. 48 Sanitary Swr Proj.	Lift Station Rehabilitation 2010-2013-- $240,000 each year	Required Retrofit Only
Fire Prevention Code		
Sec.7-4	Burning permit required for outdoor fire unless 50 feet from any structure***	All areas
Land Development Code		
LDR Sec.71-8	Runoff from impervious areas shall be directed to retention/detention areas***	All areas
LDR Sec.71-10	Land cleared for development shall be protected from erosion***	All areas
LDR Sec 71-8	New construction/improvements anchored to prevent movement of structure***	All areas

1.17 APPENDIX VI

1.17.1 Critical Facilities Vulnerability Matrix

The following table depicts all critical facilities within all Brevard County jurisdictions and overlying hazard zones which indicate possible vulnerabilities to Flooding, Wind, Storm Surge and Fire Risk.

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
ADVANCED QUICK CIRCUITS	600 N JOHN RODES BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
AIR LIQUIDE - MERRITT ISLAND	7007 N COURTENAY PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	High Risk	Prot. Reas. Likely	Other
AMBASSADOR SERVICES	9025 N ATLANTIC AVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
AQUARINA DEVELOPMENTS - SERVICE MGMT. S	450 AQUARINA BLVD	Brevard Unincorp.	Zone AE	111-115	Category 1	No Risk	Wetland/Submerged	Other
ASTROTECH SPACE OPERATIONS INC.	1515 CHAFFEE DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
ATLANTIS ELEMENTARY	7300 BRIGGS AV	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
AUDUBON ELEMENTARY	1201 N BANANA RIVER DR	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	S/H
B.C. PARKS - CHAIN OF LAKES MAINTENANCE FACILITY	2300 TRUMAN SCARBOROUGH WY	Brevard Unincorp.	Zone X - 500 yr	101-105	Category 2	Low Risk	No Risk	Other
B.C. PARKS - NORTH AREA MAINTENANCE FACILITY	475 NORTH WILLIAMS AVENUE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
B.C. PARKS - NORTH BREVARD SENIOR CENTER	909 LANE AVENUE	Brevard Unincorp.	Zone X - 500 yr	101-105	Category 5	High Risk	No Risk	Other
BC PARKS - BARRIER ISL. ENVIRONMENTAL CTR	8385 HIGHWAY A1A	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	High Risk	No Risk	Other
BC PARKS - ENCHANTED FOREST ENVIRON. CTR	444 COLUMBIA BOULEVARD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Other
BC PARKS - FLUTIE ATHLETIC COM. MAINT. FAC	2101 OAK STREET	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	High Risk	No Risk	Other
BC PARKS - HABITAT GOLF COURSE MAINT. FAC.	3591 FAIRGREEN STREET	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	High Risk	No Risk	Other
BC PARKS - IRENE H. CANOVA COMMUNITY BLDG	2285 HIGHWAY A1A	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	High Risk	No Risk	Other
BC PARKS - POW/MIA COMMUNITY BUILDING	5995 NORTH US HIGHWAY 1	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	High Risk	No Risk	Other
BC PARKS - SAM'S HOUSE ENVIRON. CTR.	6195 NORTH TROPICAL TRAIL	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	High Risk	No Risk	Other
BC PARKS - SAVANNAHS GOLF MAINT. FAC	3915 SAVANNAHS TRAIL	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	High Risk	No Risk	Other
BC PARKS - SPACE COAST SPORTS MAINT FAC.	662 CANAVERAL GROVES BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
BC PARKS - SPESSARD HOLLAND GOLF MAINT FAC	2374 OAK STREET	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	High Risk	No Risk	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BC PARKS - VIERA REGIONAL PARK MAINT. FAC.	2300 JUDGE FRAN JAMIESON WY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
BC PARKS - WICKHAM PARK MAINT. FACILITY	2500 PARKWAY DRIVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
BC PARKS - WICKHAM PARK SENIOR CENTER	2785 LEISURE WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
BCSO ANIMAL SHELTER SOUTH	5100 EAU GALLIE BOULEVARD	Brevard Unincorp.	Zone AE	106-110	Not in Zone	Low Risk	No Risk	Other
BCU - NORTH BREVARD WTP	3205 AUSTRALIAN WAY	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
BCU - PORT ST. JOHN WWTP	3710 JUANITA STREET	Brevard Unincorp.	Zone A	101-105	Not in Zone	High Risk	No Risk	Utility
BCU - SOUTH BEACHES REGIONAL WWTP	2800-S. HIGHWAY A1A	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	Low Risk	Prot. Almost Certain	Utility
BCU - SOUTH CENTRAL REGIONAL WWTP	10001 WICKHAM RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
BCU - SYKES CREEK REGIONAL WWTP	3630 N. COURTENAY PARKWAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	High Risk	Prot. Reas. Likely	Utility
BELLSOUTH TELECOMMUNICATIONS - 33022	1750 CROTON AVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication
BELLSOUTH TOWER - BAREFOOT DMS E8601	720 SOUTH EGRET CIRCLE	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 5	Very High Risk	No Risk	Other
BELLSOUTH TOWER - COCO KSC TOLL 33682	450 WEST COCOA BEACH CSWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Reas. Likely	Other
BELLSOUTH TOWER - MERRITT ISLAND CO 33618	125 EAST MUSTANG WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #21	4940 N US HWY 1	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #22	2475 TAYLOR AVENUE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #23	700 PARK AVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #24	2280 COLUMBIA BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #26	6655 CAROLE AVENUE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #28	4870 N US 1 HWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #29	3950 CANAVERAL GROVES BLVD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #40	6400 TROPICAL TRL	Brevard Unincorp.	Zone AE	106-110	Category 2	Very High Risk	Prot. Reas. Likely	Other
BREVARD CO FIRE RESCUE - STA #41	300 ALMA BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Reas. Likely	Other
BREVARD CO FIRE RESCUE - STA #42	840 BANANA RIVER DR	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #43	902 AIRPORT RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Very High Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #44	3780 W KING STREET	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #47	7225 MURRELL RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #48	5550 PORADA DR	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #62	299 SEA PARK BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #63	2602 A1A HWY	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BREVARD CO FIRE RESCUE - STA #64	2550 A1A HWY S	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Reas. Likely	Other
BREVARD CO FIRE RESCUE - STA #65	7400 A1A HWY	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 2	High Risk	Prot. Almost Certain	Other
BREVARD CO FIRE RESCUE - STA #66	1695 AURORA RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #67	11 N NEIMAN AVE, MELBOURNE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #80	400 PINEDA COURT, SUNTREE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #81	4630 LAKE WASHINGTON RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #82	109 NW PINE ST, W MELBOURNE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #83	5148 NW MINTON RD, PB	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #84	1391 NE CLERMONT ST, PB	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #86	301 BAREFOOT BAY BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #88	175 MEDPLEX, PB	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - STA #89	2051 DEGROOT AVE SW, PB	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO FIRE RESCUE - Supply	300 ANSIN RD, ROCKLEDGE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO LIBRARY-MICCO	7921 RON BEATTY BLVD	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Low Risk	No Risk	Other
BREVARD CO PARKS & REC, CENTRAL MAINLAND	3850 LAKE DRIVE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
BREVARD CO PARKS 7 REC, MI/BCH SECTOR	591 CONE ROAD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
BREVARD CO ROAD & BRIDGE-CENTRAL AREA	555 CONE ROAD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
BREVARD CO ROAD AND BRIDGE-TRAFFIC OPS	580 MANOR DRIVE	Brevard Unincorp.	Zone AE	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
BREVARD CO SOLID WASTE CENTRAL FACILITY	2250 ADAMSON ROAD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Utility
BREVARD CO SOLID WASTE TRANSFER FACILITY	4366 SOUTH STREET/SR #405	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Utility
BREVARD CO WTP-BAREFOOT BAY	334 EGRET CIRCLE	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 5	Very High Risk	No Risk	Utility
BREVARD CO WWTP -BAREFOOT BAY	7700 DOTTIE DRIVE	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	No Risk	Utility
BREVARD CO WWTP-MIMS	2880 PINE AVE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
BREVARD CO WWTP-MIMS-HIGH	2262 HIGH DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
BREVARD CO WWTP-PSJ	3710 JUANITA STREET	Brevard Unincorp.	Zone A	101-105	Not in Zone	Low Risk	No Risk	Utility
BREVARD CO WWTP-SAN SEBASTIAN	8800 7TH AVENUE	Brevard Unincorp.	Zone A	111-115	Category 5	Very High Risk	No Risk	Utility
BREVARD CO WWTP-SO BEACHES REGIONAL	2800-S. HIGHWAY A1A	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 4	Low Risk	Prot. Almost Certain	Utility
BREVARD CO WWTP-WICKHAM	10001 WICKHAM RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BREVARD COUNTY GOVERNMENT CENTER	2725 JUDGE FRAN JAMIESON WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
CAPE CANAVERAL 36 A&B CELL TOWER	Building M6-0088 NASA	Brevard Unincorp.	Zone AE	106-110	Category 2	Low Risk	Prot. Reas. Likely	Other
CAPE CANAVERAL ADMIN BLDG	105 POLK AVENUE	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
CAPE CANAVERAL AIR FORCE STATION CELL TOWER	15160 SAMUEL E PHILLIPS PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 4	Low Risk	Prot. Reas. Likely	Other
CENTRAL JUNIOR HIGH	250 W BREVARD DR	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	S/H
CGD UTILITIES - SNUG HARBOR VILLAGE WTP	7700 DOTTIE DRIVE	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	No Risk	Utility
CHALLENGER 7 ELEMENTARY	6135 RENA DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
CHEMKO TECHNICAL SERVICES	5325 US 1, MIMS	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Other
CHILDREN AND ELDER SERVICES	2555 JUDGE FRAN JAMIESON WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COLONY PARK UTILITIES - WWTP	6786 MANGROVE DR, MERRITT ISLAND	Brevard Unincorp.	Zone AE	106-110	Category 2	High Risk	Prot. Reas. Likely	Utility
DELAURA MIDDLE SCHOOL	300 JACKSON AV	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
DEVEREUX HOS. + CHILDRENS CENT	8000 DEVEREUX DRIVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
DEVINE MERCY CATHOLIC SCHOOL	1940 N COURTENAY PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Very High Risk	Prot. Almost Certain	S/H
EDGEWOOD JUNIOR HIGH	180 E MERRITT AV	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
EFSC/UNIV OF CENTRAL FLORIDA - BLDG 3	1513 CLEARLAKE RD COCOA	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
EMBRY RIDDLE AERONAUTICAL UNIV	1140 SCHOOL AV	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	S/H
FAIRGLEN ELEMENTARY	201 INDIAN TRAIL	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 4	Very High Risk	Prot. Almost Certain	S/H
FLEET MARINE WHARF	PORT CANAVERAL	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
FLORIDA DEPARTMENT OF HEALTH BREVARD CNTY	2555 JUDGE FRAN JAMIESON WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
FLORIDA HIGHWAY PATROL DIST HQ	3775 WEST KING STREET	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Other
FLORIDA POWER & LIGHT - CAPE CANAV.	6001 US 1	Brevard Unincorp.	Zone X - 500 yr	101-105	Category 4	Very High Risk	Prot. Almost Certain	Power
GARDENDALE ELEMENTARY	301 GROVE BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
GEMINI ELEMENTARY	2100 OAK ST	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
HANS CHRISTIAN ANDERSON ELEMEN	3011 S FISKE BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
HERBERT C HOOVER JUNIOR HIGH	1 HAWK HAVEN DR	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
HOLY NAME OF JESUS CATHOLIC SC	3060 N HWY A1A	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
INDIALANTIC ELEMENTARY	1050 N PALM AV	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
INTER-AGENCY MARITIME OPERATIONS CENTER	640 MAGELLAN RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
JAMES MADISON MIDDLE	3375 DAIRY RD	Brevard Unincorp.	Zone AE	101-105	Not in Zone	Very High Risk	No Risk	S/H

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
JESS PARRISH HOSPITAL	951 N WASHINGTON AVE	Brevard Unincorp.	Zone X - 500 yr	101-105	Category 5	Low Risk	No Risk	S/H
LEWIS CARROLL ELEMENTARY	1 SKYLINE BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Very High Risk	Prot. Almost Certain	S/H
MARINER HEALTH OF MELBOURNE	251 FLORIDA AVE	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	No Risk	Prot. Almost Certain	S/H
MELBOURNE CENTRAL WAREHOUSE	2893 HARPER ROAD	Brevard Unincorp.	Zone AE	106-110	Not in Zone	Low Risk	No Risk	Other
MERRITT ISLAND CHRISTIAN SCHOOL	140 MAGNOLIA AV	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
MERRITT ISLAND HIGH	100 E MUSTAND WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
MERRITT ISLAND PUBLIC LIBRARY	1195 N COURTENAY PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
MICHAEL BIEBINK SCHOOL	1900 S TROPICAL TR	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
MILA ELEMENTARY	288 W MERRITT AV	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
MIMS ELEMENTARY	2582 U.S.HWY 1	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
NASA - JOHN F. KENNEDY SPACE CENTER (KSC	FL 32899	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Reas. Likely	Other
NORMANDY SCHOOL	2327 PALMETTO AV	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
NORTH BREVARD LIBRARY	2121 S HOPKINS AVE	Brevard Unincorp.	Zone X - 500 yr	101-105	Category 4	Low Risk	No Risk	Other
NORTHGATE PROPERTIES - WTP & WWTP	1ST AVE MIMS	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
OAKPARK ELEMENTARY	3395 DAIRY RD	Brevard Unincorp.	Zone AE	101-105	Not in Zone	Very High Risk	No Risk	S/H
ORLANDO UTILITIES COMMISSION INDIAN RVR	7800 S US HWY 1	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
PALM CHAPEL CHRISTIAN SCHOOL	1890 N COURTENAY PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Very High Risk	Prot. Almost Certain	S/H
PATRICK AIR FORCE BASE	PATRICK AFB, FL 32925	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
PCM PRODUCTS	1225 WHITE DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
PINE ISLAND CONSERVATION AREA PUMP STATION	2121 PINE ISLAND RD	Brevard Unincorp.	Zone AE	106-110	Category 2	Low Risk	Prot. Reas. Likely	Utility
PINE LAKE MOBILE HOME ESTATES - WWTP	2505 EBER BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
PINEWOOD ELEMENTARY	3654 LIONEL RD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	S/H
PORT CANAVERAL FIRE STATION	660 MAGELLAN RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
PORT ST. JOHN LIBRARY	6500 CAROLE AVE	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
PRAXAIR - LINDE DIV. AIR SEPERATION PLAN	2801 HAMMOCK RD	Brevard Unincorp.	Zone AE	101-105	Category 2	Low Risk	Prot. Reas. Likely	Utility
RIVER GROVE MHP - RIVER GROVE I	5 LOVE COURT	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	Prot. Almost Certain	Other
RIVER GROVE MHP - RIVER GROVE II	5 LOVE COURT	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 5	High Risk	No Risk	Other
RIVERSIDE CHRISTIAN ACADEMY	3333 N RIVERSIDE DR	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
SEA PARK ELEMENTARY	300 SEA PARK BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	S/H
SEAPORT CANAVERAL	555 FLORIDA SR 401	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
SEWER LIFT STATION # 11	POINSETT AURORA	Brevard Unincorp.	Zone AE	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 14	CHAMPION ST	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 19	HIGH POINT DR.	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 20	HIGH POINT AND N COCOA	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 21	N. STRATFORD/STRATFORD	Brevard Unincorp.	Zone AE	101-105	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 22	COUNTRY LAKE DR	Brevard Unincorp.	Zone AE	101-105	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 25	LAKE DR. W./CLEARLAKE	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 28	SR 524 EAST OF COX RD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 29	TOWNSEND RD. N. AND SR 520	Brevard Unincorp.	Zone A	101-105	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 30	FRIDAY RD	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 31	CAMP ROAD	Brevard Unincorp.	Zone A	101-105	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 33	SR 520 AND COX ROAD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 34	CROSS BOW DR	Brevard Unincorp.	Zone A	101-105	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 37	BURNETT RD AND LAKE DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 38	2600 CLEARLAKE RD	Brevard Unincorp.	Zone A	106-110	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 4	SCHOOL ST AND FISKE BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 42	SR 524/EAST OF WESTMINSER	Brevard Unincorp.	Zone A	101-105	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 43	LOST LAKES SUBDIVISION	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
SHERIFF - WEST PRECINCT	2725 JUDGE FRAN JAMIESON WAY	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
SOCIAL SECURITY ADMIN	310 CANAVERAL GROVES BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
SOUTH BCHS BREVARD WATER CO-OP	41 MOHICAN WAY	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 2	High Risk	Prot. Almost Certain	Utility
SOUTH HUMANE SOCIETY	5100 W. EAU GALLIE BLVD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
SOUTH MAINLAND / MICCO FIRE STATION	299 BAREFOOT BLVD	Brevard Unincorp.	Zone A	111-115	Not in Zone	Low Risk	No Risk	Other
SOUTH MAINLAND COMMUNITY CENTER	3700 ALLEN AVENUE	Brevard Unincorp.	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	No Risk	S/H
ST. SEBASTIAN BY THE SEA EPISCOPAL CHURCH	210 OAK STREET	Brevard Unincorp.	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
SUN LAKE ESTATES - WWTP	4865 LAKE ONTARIO DR	Brevard Unincorp.	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
SUNTREE ELEMENTARY	900 PINEHURST DR	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
THOMAS JEFFERSON JR HIGH	1275 S COURTENAY PKWY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	S/H
TROPICAL ELEMENTARY	885 S COURTENAY PKY	Brevard Unincorp.	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
VIERA HOSPITAL	8745 N WICKHAM RD	Brevard Unincorp.	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
CRUISE TERMINAL 1	9050 DISCOVERY RD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
CRUISE TERMINAL 10	9005 CHARLES M ROWLAND DR	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
CRUISE TERMINAL 3	32 GEORGE KING BLVD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
CRUISE TERMINAL 5	9245 CHARLES M ROWLAND DR	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
CRUISE TERMINAL 6	9241 CHARLES M ROWLAND DR	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
CRUISE TERMINAL 8	9155 CHARLES M ROWLAND DR	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
FIRE STATION 52	8970 COLUMBIA RD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
FIRE STATION 54	9290 GROUPER RD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
INTERAGENCY MARITIME OPERATIONS CENTER	640 MAGELLAN RD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
MARITIME CENTER	445 CHALLENGER RD	Canaveral Port Authority	Zone X	106-110	Category 3	Low	Low Risk	Other
BREVARD COUNTY SHERIFF'S OFFICE	111 POLK AVENUE	Cape Canaveral	Zone X - 500 yr	106-110	Category 1	Low Risk	Low Risk	Other
CAPE CANAVERAL CITY HALL	100 POLK AVENUE	Cape Canaveral	Zone X - 500 yr	106-110	Category 1	Low Risk	Low Risk	Other
CAPE CANAVERAL FIRE STATION STA # 60	190 JACKSON AVE	Cape Canaveral	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
CAPE CANAVERAL PUBLIC LIBRARY	201 POLK AVENUE	Cape Canaveral	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
CAPE CANAVERAL RECREATION CENTER	7300 NORTH ATLANTIC AVE	Cape Canaveral	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
CAPE CANAVERAL WWTP	600 THURM BOULEVARD	Cape Canaveral	Zone AE	106-110	Category 1	Low Risk	Wetland/Submerged	Utility
CAPE VIEW ELEMENTARY	8440 N ROSALIND AV	Cape Canaveral	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
1.5 MIL ELEVATED STORAGE PARK SITE	PEACHTREE/N COCOA	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
AT&T - COCOA POINT OF PRESENCE (POP)	101 ROSA L JONES	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication
BEAUTIFICATION BLDG.	600 SCHOOL ST.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BELLSOUTH TELECOMMUNICATIONS - 33615	712 FLORIDA AVE	Cocoa	Zone X - 500 yr	111-115	Not in Zone	Low Risk	No Risk	Communication
BREVARD CO LIBRARY-CENTRAL REFERENCE	308 FORREST AVENUE	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Other
BREVARD CO SPACE COAST AREA TRANSIT SVC	401 S. VARR AVENUE	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BREVARD CORRECTIONAL INSTITUTION	855 CAMP ROAD	Cocoa	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
BREVARD GROUP TREATMENT HOME	3905 GRISSOM PKWY	Cocoa	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Other
BREVARD REG JUVENILE DETENTION CTR	5225 DEWITT AVE	Cocoa	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
CAMBRIDGE ELEMENTARY	2000 CAMBRIDGE DR	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
CITY GARAGE/FUEL	301 SHEARER BLVD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	No Risk	No Risk	Other
CITY OF COCOA - JERRY SELLER WRS	375 NORTH COCOA BLVD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COCOA FIRE STATION # 1	1740 Dixon Blvd	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COCOA FIRE STATION # 2	300 Brunson Blvd	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COCOA FIRE STATION # 3	3505 SR 524	Cocoa	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
COCOA HIGH SCHOOL	2000 TIGER TRAIL	Cocoa	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
COCOA POLICE DEPARTMENT	1226 W KING ST	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	PSAP - Comm.
COCOA POLICE OPERATIONS	1223 W. KING ST.	Cocoa	Zone AE	106-110	Not in Zone	Very High Risk	No Risk	Other
COCOA POLICE SUB-STATION	400 S. VARR AVE.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COCOA POLICE SUB-STATION	451 TAFT ST.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
COCOA WORK RELEASE CENTER	585 CAMP ROAD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
EASTERN FLORIDA STATE COLLEGE	1519 CLEARLAKE RD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
FDOT BREVARD OPERATIONS OFFICE	555 CAMP ROAD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
FIRE STATION (Storage)	2003 MICHIGAN AVE	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
GENERAL MAINTENANCE BLDG.	600 SCHOOL ST.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
INDUSTRIAL PARK PUMP STATION	NO. WILSON AVE.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	No Risk	No Risk	Utility
PINEDA ELEMENTARY	905 PINEDA ST	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
PINEDA ELEMENTARY	905 PINEDA ST	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
PORCHE HOUSE	434 DELANNEY AVE.	Cocoa	Zone X - 500 yr	111-115	Not in Zone	Low Risk	No Risk	Other
PURCHASING/WAREHOUSE	5 N. WILSON	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ROCKLEDGE HEALTH AND REHAB CEN	587 BARTON BLVD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SATURN ELEMENTARY	880 RANGE RD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
SATURN ELEMENTARY	880 RANGE RD	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
SELLERS WASTEWATER TREATMENT PLANT	375 N. COCOA BLVD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
SEVENTH DAY ADVENTIST CHRISTIAN	1500 COX RD	Cocoa	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	S/H

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
SEWER LIFT STATION # 1	100 RIVERSIDE DR.	Cocoa	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Utility
SEWER LIFT STATION # 10	1721 DIXON BLVD.	Cocoa	Zone AE	101-105	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 12	FORREST AND N. COCOA	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Utility
SEWER LIFT STATION # 13	REAR/S. STETSON CIR.	Cocoa	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 15	REAR/2000 BLK MICHIGAN	Cocoa	Zone AE	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 16	1400 N. COCOA BLVD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 17	TULANE AND MUSKEGUM	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 18	LONDON BLVD.	Cocoa	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 2	BREVARD/N. INDIAN RIVER DR.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Utility
SEWER LIFT STATION # 23	N. WILSON	Cocoa	Zone X - 500 yr	106-110	Not in Zone	No Risk	No Risk	Utility
SEWER LIFT STATION # 24	ROSENTINE/TIGER TRAIL	Cocoa	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 26	RANGE AND HOOPER	Cocoa	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 27	HIGHLAND AND PLAZA PARK	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 35	1514 CLEARLAKE RD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 39	WINCHESTER AND PARAPET	Cocoa	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 40	MAPLE WOOD TRAILER PARK	Cocoa	Zone X - 500 yr	101-105	Not in Zone	No Risk	No Risk	Utility
SEWER LIFT STATION # 41	900 BLK. N. COCOA BLVD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Utility
SEWER LIFT STATION # 44	COCOA BAY/RIDGE RD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 45	DIXON/INDIAN RIVER DR.	Cocoa	Zone AE	106-110	Category 2	Low Risk	Prot. Almost Certain	Utility
SEWER LIFT STATION # 5	MONTCLAIR AND CYPRESS	Cocoa	Zone AE	106-110	Not in Zone	High Risk	No Risk	Utility
SEWER LIFT STATION # 6	PINEDA AND COLUMBIA	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 7	800 N. FISKE BLVD.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
SEWER LIFT STATION # 8	BERNARD AND WILSON	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
SEWER LIFT STATION # 9	S. FISKE AND HOLMES	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
ST MARKS ACADEMY	4 CHURCH ST	Cocoa	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
TRANSMISSION DIST. BLDG.	600 SCHOOL ST.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	No Risk	No Risk	S/H
UTILITIES ADMIN BUILDING	600 SCHOOL ST.	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
WMIE RADIO STATION - EAS	1150 KING STREET	Cocoa	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BELLSOUTH TELECOMMUNICATIONS - 33682	450 W. COCOA BEACH CSWY.	Cocoa Beach	Zone AE	106-110	Category 2	Low Risk	Low Risk	Communication
CAPE CANAVERAL HOSPITAL	701 W. COCOA BEACH CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	S/H
CB RECREATIONAL DEPT. GYMNASIUM	321 RAMP ROAD	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
CHURCH OF OUR SAVIOUR	5301 N. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Other
CITY OF CB-WATER RECLAMATION FACILITY	1600 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
CLUB ZION CHURCH	830 N. ATLANTIC AVEN.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Other
COCOA BEACH CHRISTIAN SCHOOL	830 S. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	S/H
COCOA BEACH CITY HALL	2 SOUTH ORLANDO AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH COMMUNITY CHURCH	126 S. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Other
COCOA BEACH COUNTRY CLUB	5000 TOM WARRINER BLVD.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH FIRE STATION # 50	151 W. VOLUSIA LANE	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH FIRE STATION # 51	50 S. ORLANDO AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH HIGH SCHOOL	1500 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	S/H
COCOA BEACH HIGH SCHOOL	1500 MINUTEMEN CSWY	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	S/H
COCOA BEACH PD PSAP/COMM.	20 SOUTH ORLANDO AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	PSAP - Comm.
COCOA BEACH POLICE DEPARTMENT	20 SOUTH ORLANDO AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Other
COCOA BEACH PUBLIC LIBRARY	550 N. BREVARD AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH PUBLIC WORKS COMPLEX	1600 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
COCOA BEACH PUBLIC WORKS GARAGE	1600 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
COCOA BEACH SEWER LIFT STATION # 1	1600 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 10	S.B.R.B. AND ST CROIX AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 11	4600 TOM WARRINER BLVD.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 12	1450 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 13	2200 N. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 14	1485 BAY SHORE DRIVE	Cocoa Beach	Zone X - 500 yr	106-110	Category 1	LOW RISK	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 15	29TH STREET SOUTH	Cocoa Beach	Zone X - 500 yr	106-110	Category 1	LOW RISK	Low Risk	Utility

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
COCOA BEACH SEWER LIFT STATION # 16	ARTHUR AND WINSLOW AVE	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 3	1301 13TH STREET SOUTH	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 4	203 COCOA ISLES BLVD.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 5	SR 520 AND BELT ROAD	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 6	400 4TH STREET SOUTH	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 7	35 CEDAR AVENUE	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION # 8	5600 N. BAN. RIVER BLVD.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
COCOA BEACH SEWER LIFT STATION PAFB	289 SHEARWATER PKWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Utility
FIRST CHRISTIAN CHURCH	470 S. BREVARD AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Other
FIRST UNITED METHODIST CHURCH	3300 N. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
FPL NORTH SUBSTATION	WEST COLUMBIA LANE	Cocoa Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Low Risk	Utility
FPL SOUTH SUBSTATION	1ST ST. S. AND S. BREV. AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Utility
FREEDOM 7 ELEMENTARY SCHOOL	400 4TH STREET SOUTH	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	S/H
FREEDOM 7 ELEMENTARY SCHOOL	400 4TH STREET SOUTH	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	S/H
LUTHERAN CHURCH	525 MINUTEMEN CSWY.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
RIVERSIDE PRESBYTARIAN CHURCH	3400 N. ATLANTIC AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
THEODORE ROOSEVELT K-8	1400 MINUTEMEN CSWY.	Cocoa Beach	Zone AE	106-110	Category 1	LOW RISK	Low Risk	S/H
UNITED STATES POST OFFICE	550 NORTH BREVARD AVE.	Cocoa Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Low Risk	Other
FIRE STATION #87	2855 VALKARIA ROAD	Grant-Valkaria	Zone X - 500 yr	111-115	Category 5	Very High Risk	Prot. Reas. Likely	Other
TOWN HALL	1449 VALKARIA ROAD	Grant-Valkaria	Zone X - 500 yr	111-115	Category 5	Very High Risk	Prot. Reas. Likely	Other
INDIALANTIC FIRE STATION	216 FOURTH AVES	Indialantic	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
INDIALANTIC POLICE DEPT	220 FIFTH AVE	Indialantic	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
INDIALANTIC TOWN HALL COMPLEX	216 FIFTH AVE	Indialantic	Zone X - 500 yr	111-115	Category 4	Low Risk	Prot. Almost Certain	Other
ASCENSION LUTHER CHURCH	1053 PINETREE DR	Indian Harbour Bch	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
B.C. PARKS - N. BEACHES MAINTENANCE FACILITY	212 RIVERSIDE PARK DRIVE	Indian Harbour Bch	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
BELLSOUTH TOWER - EAU GALLIE CO 33642	980 PINETREE DR	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
COMMUNITY CENTER - CANOVA PARK	2285 HWY A1A	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
ESPECIALLY FOR CHILDREN	1230 BANANA RIVER DR	Indian Harbour Bch	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
FIRE STATION #56	1116 PINETREE DR	Indian Harbour Bch	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
GRACE CHURCH	1202 BANANA RIVER DR	Indian Harbour Bch	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
INDIAN HARBOUR BCH POLICE DEPARTMENT	40 CHEYENNE CT	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
INDIAN HARBOUR BEACH CITY HALL	2055 S. PATRICK DRIVE	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
INDIAN HARBOUR BEACH POLICE DEPT	2055 S. PATRICK DRIVE	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
OCEAN BREEZE ELEMENTARY	1101 CHEYENNE DR	Indian Harbour Bch	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	S/H
FIRE STATION STA#99	1840 MALABAR ROAD	Malabar	Zone X - 500 yr	111-115	Not in Zone	High Risk	No Risk	Other
HARRIS - GOVERNMENT COMMUNICATIONS SYSTEM	2800 JORDAN BLVD	Malabar	Zone X - 500 yr	111-115	Not in Zone	High Risk	No Risk	Other
MALABAR,TOWN OF	2725 MALABAR ROAD	Malabar	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	No Risk	Other
ARBORS AT MELBOURNE	3033 SARNO ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ASCENSION CATHOLIC	2950 N HARBOR CITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	S/H
ATLANTIC SHORES NURSING HOME	4251 STACK BLVD.	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
AVANTE AT MELBOURNE	1420 OAK ST	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
B.C. PARKS - WICKHAM PARK MAINT. FACILITY	2500 PARKWAY DRIVE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
B.C. PARKS - WICKHAM PARK SENIOR CENTER	2785 LEISURE WAY	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BELLSOUTH TELECOMMUNICATIONS - 33656	728 PALMETTO AVE	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Communication
BREVARD CO CLERK/COURTS MELBOURNE	50 S. NIEMAN AVENUE	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
BREVARD CO PARKS & REC, SO AREA SECTOR	2500 PARKWAY DRIVE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO SOLID WASTE TRANSFER FACILITY	3379 SARNO ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Utility
BREVARD CO SPACE COAST AREA TRANSIT SVC	460 S. HARBOUR CITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	Other
BREVARD COUNTY SERVICE COMPLEX-SOUTH	1515 SARNO RD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
CARNEGIE-GARDENS NURSING CENTER	1415 HICKORY STREET	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
CENTRAL CATHOLIC HIGH SCHOOL	100 E FLORIDA AV	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
CIRCLES OF CARE INC	400 EAST SHERIDAN RD	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
CITA MISSION-EMERGENCY SHELTER	2300 S. HARBOR CITY BLVD.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
CITY OF MELBOURNE - AVENUE B PUMP STATION	211 E. AVE. B	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	Utility
CITY OF MELBOURNE - DAVID B. LEE WRF	835 N. APOLLO BLVD.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
CITY OF MELBOURNE - FRONT ST. PUMP ST	1313 NEW HAVEN AVE	Melbourne	Zone AE	111-115	Category 1	Low Risk	Prot. Reas. Likely	Other
CITY OF MELBOURNE - GRANT STREET WRF	2300 GRANT STREET	Melbourne	Zone X - 500 yr	111-115	Category 4	Low Risk	Prot. Almost Certain	Utility
CITY OF MELBOURNE - REVERSE OSMOSIS WTP	5980 LAKE WASHINGTON ROAD	Melbourne	Zone AE	106-110	Not in Zone	High Risk	No Risk	Utility
CITY OF MELBOURNE - SOUTH WATER TREATMEN	6055 LAKE WASHINGTON ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Utility
CITY OF MELBOURNE HALL	900 EAST STRAWBRIDGE AVE	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
CITY OF MELBOURNE- HIBISCUS BOOSTER STATION	966 W. HIBISCUS BLVD.	Melbourne	Zone AE	106-110	Not in Zone	Low Risk	Prot. Reas. Likely	Other
CITY OF MELBOURNE-CANOVA BOOSTER STATION	930 WALLACE AVE.	Melbourne	Zone X - 500 yr	111-115	Category 4	Low Risk	No Risk	Utility

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Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
CITY OF MELBOURNE-JOE MULLINS WTP	5985 LAKE WASHINGTON RD.	Melbourne	Zone AE	106-110	Not in Zone	Low Risk	No Risk	Utility
CITY OF MELBOURNE-JOHN A. BUCKLEY WTP	5980 LAKE WASHINGTON RD.	Melbourne	Zone AE	106-110	Not in Zone	Low Risk	No Risk	Utility
CITY OF MELBOURNE-LIFT STATIONS	LOCATED THROUGHOUT CITY	Melbourne	Zone AE	111-115	Not in Zone	Low Risk	Location Specific	Utility
CITY OF MELBOURNE-NORTH BOOSTER STATION	2595 MC GRAW AVE.	Melbourne	Zone AE	106-110	Not in Zone	Low Risk	No Risk	Utility
CITY OF MELBOURNE-PINEDA BOOSTER STATION	2935 PINEDA CAUSEWAY	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	Prot. Almost Certain	Utility
CONSULATE HEALTH CARE	3033 SARNO ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
CRANE CREEK SURGERY CENTER	2222 S HARBOR CITY BLVD	Melbourne	Zone AE	111-115	Category 2	Low Risk	No Risk	S/H
CRANE PARK COMMUNITY CENTER	1440 MOSSWOOD DR.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
CROTON ELEMENTARY	1449 CROTON RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
DR W J CREEL ELEMENTARY	1566 PALMWOOD DR	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
EASTERN FLORIDA STATE COLLEGE	3865 N WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
EAU GALLIE CIVIC CENTER	1521 PINEAPPLE AVE	Melbourne	Zone X - 500 yr	106-110	Category 4	Low Risk	Prot. Almost Certain	Other
EAU GALLIE HIGH	1400 COMMODORE BLVD	Melbourne	Zone X - 500 yr	106-110	Category 4	Low Risk	Prot. Reas. Likely	S/H
EAU GALLIE LIBRARY	1521 PINEAPPLE AVE	Melbourne	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
EAU GALLIE POST OFFICE	681 ST. CLAIR ST.	Melbourne	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
EVEREST COLLEGE	2401 N HARBOR CITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	S/H
FLORIDA AIR ACADEMY	1950 S ACADEMY DR	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
FLORIDA INST OF TECHNOLOGY	150 W UNIVERSITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
FRONT STREET COMMUNIY CENTER	2205 FRONT ST	Melbourne	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
GRANT STREET COMMUNITY CENTER	2547 GRANT ST	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
HARBOR CITY ELEMENTARY	1377 SARNO RD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
HEALTH FIRST MEDICAL GROUP	1223 GATEWAY DR.	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
HOLMES REGIONAL MED CENTER	1350 S. HICKORY ST	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
HOLMES REGIONAL NURSING CENTER	606 SHERIDAN ROAD	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	Prot. Almost Certain	S/H
HOLY TRINITY EPISCOPAL SCHOOL	50 E STRAWBRIDGE AV	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
INTERSTATE BATTERY SYS. OF FL SPACECOAST	3133 SARNO RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
KEISER COLLEGE OF TECHNOLOGY	410 N WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
KINDRED HOSPITAL	765 NASA BLVD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
LIFE CARE CENTER OF MELBOURNE	606 SHERIDAN ROAD	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	Prot. Almost Certain	S/H
LIPSCOMB PARK COMMUNITY CENTER	3316 S MONROE ST	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
LONGLEAF ELEMENTARY	4290 N. WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
LYNDON B JOHNSON JUNIOR HIGH	2155 CROTON RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
MELBOURNE AUDITORIUM	625 E HIBISCUS AVE	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
MELBOURNE CENTRAL WAREHOUSE BLDG	2893 HARPER ROAD	Melbourne	Zone X - 500 yr	106-109	Not in Zone	Low Risk	No Risk	Other
MELBOURNE DB LEE WWTP	835 N. APOLLO BLVD.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	Utility
MELBOURNE FIRE STATION #71	865 EAU GALLIE BLVD.	Melbourne	Zone X - 500 yr	106-110	Category 4	Low Risk	Prot. Almost Certain	Other
MELBOURNE FIRE STATION #72	2937 SARNO RD.	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #73	1530 TOWER ACCESS RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #74	900 EAST STRAWBRIDGE AVE	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #75	151 UNIVERSITY BLVD.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #76	2470 CROTON ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #77	3721 N. WICKHAM ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE FIRE STATION #78	850 EBER ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE HIGH	74 BULLDOG BLVD	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
MELBOURNE INTER'NTL AIRPORT	1 AIR TERMINAL PARKWAY	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE INTER'NTL AIRPORT AIR TRAFFIC CTRL	901 TOWER ACCESS RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE INTER'NTL AIRPORT ELEC.VAULT	1530 TOWER ACCESS ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE INTER'NTL AIRPORT OPS. &MAINT.	830 ED FOSTER RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE LIBRARY	540 E FEE AVE	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
MELBOURNE POLICE DEPARTMENT PSAP	701 S BABCOCK ST	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	PSAP - Comm.
MELBOURNE POLICE DEPT	650 N APOLLO BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
MELBOURNE POST OFFICE	640 E. NEW HAVEN AVE.	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
MELBOURNE PUBLIC WORKS GARAGE	2901 HARPER ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE PUBLIC WORKS LIFT STATION REPAIR	2889 HARPER ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
MELBOURNE TERRACE REHABILITATION CENTER	251 FLORIDA AVE.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Other
MELBOURNE WATER/SEWER ADM STA	2891 HARPER ROAD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
MELBOURNE WWTP-GRANT ST	2300 GRANT STREET	Melbourne	Zone X - 500 yr	111-115	Category 4	Low Risk	Prot. Almost Certain	Utility
NATIONAL WEATHER SERVICE	421 CROTON RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication
OUR LADY OF LOURDES PAROCHIAL	420 E FEE AV	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
PALM BAY HIGH	1 PIRATE LANE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
PHILLIPS JR COLLEGE	2401 N HARBOR CITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	Prot. Almost Certain	S/H
POLICE COMMUNICATIONS CENTER	701 S. BABCOCK ST.	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Communication
PUBLIC WORKS/BACK UP EOC	900 E STRAWBRIDGE AVE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
ROY ALLEN ELEMENTARY	2601 FOUNTAINHEAD BLVD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SABAL ELEMENTARY	1400 WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SALVATION ARMY-EMERGENCY SHELTER	1080 HICKORY ST.	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
SEA PINES REHAB HOSPITAL	101 E FLORIDA AVE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SEVENTH DAY ADVENTIST SCHOOL	210 W NEW HAVEN AV	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
SHERWOOD ELEMENTARY	2541 POST RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SOUTH ALTERNATIVE AT PINE GROVE	2175 N WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
SOUTH PINE GROVE	2175 N WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
SPACE COAST MARINE INSTITUTE	1000 INSPIRATION LANE	Melbourne	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
STONE COMMUNITY	1101 UNIVERSITY BLVD E	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
STONE JUNIOR HIGH	1101 E UNIVERSITY BLVD	Melbourne	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	S/H
UNIVERSITY PARK ELEMENTARY	500 W UNIVERSITY BLVD	Melbourne	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	S/H
WEBSTER UNIVERSITY	1775 W. HIBISCUS BLVD.	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
WEST SHORE JR/SR HIGH	250 WILDCAT ALLEY	Melbourne	Zone X - 500 yr	106-110	Category 4	Low Risk	No Risk	S/H
WUESTHOFF MEDICAL CENTER	250 N. WICKHAM RD	Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
COMMUNITY CHAPEL	501 OCEAN AVE	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
GRACE LUTHERAN CHURCH	1805 OAK STREET	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
MELBOURNE BEACH FIRE STATION #58	505 OCEAN AVE	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
MELBOURNE BEACH POLICE DEPT	505 CINNAMON DR	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
MELBOURNE BEACH PUBLIC WORKS DEPT	507 OCEAN AVE	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
MELBOURNE BEACH TOWN HALL	507 OCEAN AVE	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
POST OFFICE	504 OCEAN AVE	Melbourne Beach	Zone X - 500 yr	111-115	Category 3	Low Risk	Prot. Almost Certain	Other
MELBOURNE VILL POLICE DEPT	535 HAMMOCK RD	Melbourne Village	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ANCHOR CARE AND REHABILITATION CENTER	1515 PORT MALABAR BL	Palm Bay	Zone X - 500 yr	111-115	Category 5	High Risk	No Risk	Other
B.C. PARKS - GREATER PALM BAY SENIOR CENTER	1275 CULVER DRIVE NE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BAYSIDE HIGH SCHOOL	1901 DEGROODT RD SW	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
CITY OF PALM BAY UTIL. AQUIFER STOR.RECO	250 OSMOSIS DRIVE	Palm Bay	Zone X - 500 yr	106-110	Category 5	Low Risk	No Risk	Utility
CITY OF PALM BAY UTILITIES - REPUMP FACI	645 NASH ST	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
CITY OF PALM BAY UTILITIES - WTP	1111 TROUTMAN BLVD	Palm Bay	Zone X - 500 yr	111-115	Category 5	Very High Risk	No Risk	Utility
CITY OF PALM BAY UTILITIES - WWTP#2	250 OSMOSIS DRIVE	Palm Bay	Zone X - 500 yr	111-115	Not in Zone	Very High Risk	No Risk	Utility
FAR CHEMICAL, INC.	2210 WILHELMINA CT NE	Palm Bay	Zone X - 500 yr	111-115	Category 5	Low Risk	Prot. Almost Certain	Other
HERITAGE HIGH SCHOOL	2351 MALABAR RD	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
HERITAGE HIGH SCHOOL	2351 Malabar Road	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
INTERSIL CORP	1650 ROBERT J CONLAN BLVD	Palm Bay	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
L3HARRIS GOVERNMENT COMMUNICATIONS SYSTEM	2400 PALM BAY RD NE	Palm Bay	Zone X - 500 yr	111-115	Category 5	Low Risk	No Risk	Other
PALM BAY CITY HALL AND ANNEX	120 MALABAR ROAD SE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY FIRE STATION #1	1201 PORT MALABAR BLVD NE	Palm Bay	Zone X - 500 yr	111-115	Not in Zone	Low Risk	No Risk	Other
PALM BAY FIRE STATION #2	150 MALABAR RD SE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY FIRE STATION #3	790 JUPITER BLVD NW	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY FIRE STATION #4	1200 SAN FILIPPO DR SE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY FIRE STATION #5	1525 FOUNDATION PARK BLVD SE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY POLICE DEPARTMENT	130 MALABAR ROAD	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	PSAP - Comm.
PALM BAY PUBLIC WORKS	1050 MALABAR RD SW	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
PALM BAY PUBLIC WORKS	1750 MAIN STREET NE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
RIVERVIEW SENIOR RESORT	3490 GRAN AVE NE	Palm Bay	Zone X - 500 yr	111-115	Category 5	Very High Risk	No Risk	Other
SUNRISE ELEMENTARY SCHOOL	1651 MARA LOMA BLVD SE	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
TED WHITLOCK COMMUNITY CENTER	370 CHAMPIONSHIP CIRCLE NW	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
WILLOWBROOK FARMS	3400 WILLOWBROOK ST	Palm Bay	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ACCURATE METAL FINISHING OF FLORIDA	500 Gus Hipp Blvd	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
B.C. PARKS - MARTIN ANDERSON SENIOR CENTER	1025 FLORIDA AVENUE	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
BREVARD CO MEDICAL EXAMINER	1750 CEDAR STREET	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
BREVARD COUNTY EOC / PSAP	1746 CEDAR STREET	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Communication
BREVARD COUNTY SHERIFF'S OFFICE	340 GUS HIPP BLVD	Rockledge	Zone AE	106-110	Category 4	Low Risk	No Risk	Other
CITY OF ROCKLEDGE - WWTP	1700 JACK OATES BLVD	Rockledge	Zone X - 500 yr	106-110	Category 5	Very High Risk	No Risk	Utility
GOLFVIEW ELEMENTARY	1530 S FISKE BLVD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
HUNTINGTON PLACE REAHAB AND NURSING	1775 HUNTINGTON LANE	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
HYDRO ALUMINUM ROCKLEDGE	100 GUS HIPP BLVD	Rockledge	Zone AE	106-110	Category 4	Low Risk	No Risk	Other
JOHN F KENNEDY MIDDLE	2100 S FISKE BLVD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
RED CROSS	1700 CEDAR ST	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ROCKLEDGE CHRISTIAN CENTER	2175 S FISKE BLVD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	High Risk	No Risk	Other
ROCKLEDGE CITY HALL	1600 HUNTINGTON LANE	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
ROCKLEDGE COMMUNITY CENTER	123 BARTON AVE	Rockledge	Zone X - 500 yr	106-110	Category 5	Very High Risk	No Risk	Other
ROCKLEDGE FIRE DEPARTMENT STATION #1	1800 S. ROCKLEDGE BLVD.	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
ROCKLEDGE FIRE DEPARTMENT STATION #2	1600 S. FISKE BLVD.	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
ROCKLEDGE FIRE DEPARTMENT STATION #3	3500 MURRELL ROAD.	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
ROCKLEDGE HEALTH AND REHAB	587 BARTON BLVD	Rockledge	Zone X - 500 yr	106-109	Not in Zone	Low Risk	No Risk	Other
ROCKLEDGE HIGH	220 RAIDER RD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
ROCKLEDGE POLICE DEPT	1776 JACK OATS BLVD	Rockledge	Zone AE	106-110	Not in Zone	Very High Risk	No Risk	PSAP - Comm.
ROCKLEDGE PUBLIC WORKS	1800 N. GARDEN ROAD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	Other
ROCKLEDGE REGIONAL MEDICAL CENTER - ROCKLEDGE	110 LONGWOOD AVENUE	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
ROCKLEDGE WASTEWATER/RECLAIM	1700 JACK OATS BLVD	Rockledge	Zone X - 500 yr	106-110	Category 5	Very High Risk	No Risk	Utility
RONALD MCNAIR MIDDLE	501 ROSA L. JONES BLVD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
ST MARYS CATHOLIC	1152 S SEMINOLE DR	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
TRINITY LUTHERAN	1330 FISKE BLVD	Rockledge	Zone X - 500 yr	106-110	Not in Zone	Very High Risk	No Risk	S/H
WUESTHOFF HOSPICE AND PALATIVE CARE	661 EYSTER BLVD	Rockledge	Zone X - 500 yr	106-111	Not in Zone	Very High Risk	No Risk	S/H
SATELLITE BEACH CITY FIRE	1390 S PATRICK DRIVE	Satellite Beach	Zone X - 500 yr	106-110	Category 1	Mod Risk	Prot. Almost Certain	Other
SATELLITE BEACH POLICE DEPARTMENT	510 CINNAMON DRIVE	Satellite Beach	Zone X - 500 yr	106-110	Category 2	Low Risk	Prot. Almost Certain	Other
SATELLITE BEACH PUBLIC WORKS	530 CINNAMON DRIVE	Satellite Beach	Zone X - 500 yr	106-110	Category 1	Low Risk	Prot. Almost Certain	Other
SATELLITE BEACH REC	1089 S PATRICK DRIVE	Satellite Beach	Zone X - 500 yr	111-115	Category 2	Low Risk	Prot. Almost Certain	Other
SPESSARD L HOLLAND ELEMENTARY	50 HOLLAND CT	Satellite Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
SPESSARD L HOLLAND ELEMENTARY	50 HOLLAND CT	Satellite Beach	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
SURFSIDE ELEMENTARY	401 CASSIA BLVD	Satellite Beach	Zone X - 500 yr	111-115	Category 2	Low Risk	Prot. Almost Certain	S/H
SURFSIDE ELEMENTARY	401 CASSIA BLVD	Satellite Beach	Zone X - 500 yr	111-115	Category 2	Low Risk	Prot. Almost Certain	S/H
ANDREW JACKSON MIDDLE	1515 KNOX MCRAE DR	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	S/H
APOLLO ELEMENTARY	3085 KNOX MCRAE DR	Titusville	Zone X - 500 yr	101-105	Category 5	Very High Risk	No Risk	S/H
ASTRONAUT HIGH	800 WAR EAGLE BLVD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
BCSO	700 S PARK AVE	Titusville	Zone X - 500 yr	101-105	Category 4	Low Risk	No Risk	PSAP - Comm.
BCSO AMIMAL SHELTER NORTH	2605 FLAKE ROAD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
BELLSOUTH TOWER - TITUSVILLE/HOPKINS ST. CO 33670	620 HOPKINS ST	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
BREVARD CO COURTHOUSE TITUS	400 SOUTH PALM AVENUE	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	No Risk	Other
BREVARD CO LIBRARY-NORTH BREVARD	3550 S. WASHINGTON AVE, #16	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
BREVARD CO PUBLIC SAFETY #22	2280 COLUMBIA BLVD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
BREVARD CO ROAD & BRIDGE-NORTH AREA	2575 FLAKE ROAD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
BREVARD CO SHERIFF'S OFFICE ADMIN	700 SOUTH PARK AVENUE	Titusville	Zone X - 500 yr	101-105	Category 4	Low Risk	No Risk	Other
CITY OF TITUSVILLE - BLUE HERON WRF	4800 DEEP MARSH ROAD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Utility
CITY OF TITUSVILLE - SAND POINT WRF	10 E MAX BREWER CAUSEWAY	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Reas. Likely	Utility
CITY OF TITUSVILLE - WATER PLANT	GARDEN ST	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
CITY OF TITUSVILLE- ARMSTRONG PUMPING AND STORAGE FACILITY	ARMSTRONG DRIVE	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
CITY OF TITUSVILLE -BLUE HERON WRF	4800 DEEP MARSH ROAD	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Reas. Likely	Utility
CITY OF TITUSVILLE- FIELD OPERATIONS	1135 KNOX MCRAE DRIVE	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
CITY OF TITUSVILLE -OSPREY WRF	1105BUFFALO ROAD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
COQUINA ELEMENTARY	850 KNOX MCRAE DR	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	S/H
EASTERN FLORIDA STATE COLLEGE	1311 N WASHINGTON AVE	Titusville	Zone X - 500 yr	101-105	Category 5	Low Risk	No Risk	S/H
FIRE STATION	113 HOPKINS AV S	Titusville	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	Other
FIRE STATION	418 PINE ST	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
FIRE STATION 10	617 SINGLETON AV N	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
FIRE STATION 11	550 S. WASHINGTON AVE	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
FIRE STATION 12	2150 S PARK AVE	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
FIRE STATION 13	4715 BARNA AVE	Titusville	Zone X - 500 yr	106-110	Category 3	Very High Risk	Prot. Almost Certain	Other
IMPERIAL ESTATES ELEMENTARY	5525 KATHY DR	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
MARINER HEALTH OF TITUSVILLE	2225 KNOX MCRAE RD	Titusville	Zone AE	101-105	Not in Zone	Very High Risk	No Risk	S/H
PARK AVE BAPTIST SCHOOL	2600 S PARK AV	Titusville	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	S/H
PHARMCO LABORATORIES	3520 SOUTH ST	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
RIVERVIEW ELEMENTARY	3000 JOLLY ST	Titusville	Zone X - 500 yr	101-105	Category 5	Low Risk	No Risk	S/H

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
RIVERVIEW ELEMENTARY	3000 JOLLY ST	Titusville	Zone X - 500 yr	101-105	Category 5	Low Risk	No Risk	S/H
SOUTH LAKE ELEMENTARY	3755 GARDEN ST	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
SOUTH LAKE ELEMENTARY	3755 GARDEN ST	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	S/H
ST TERESA CATHOLIC SCHOOL	207 OJIBWAY AV	Titusville	Zone X - 500 yr	106-110	Category 3	Low Risk	Prot. Almost Certain	S/H
TITUSVILLE CHRISTIAN SCHOOL	3155 SOUTH ST	Titusville	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	S/H
TITUSVILLE CITY GARAGE	101 N. SINGLETON AVE	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
TITUSVILLE FACILITIES/ TRAFFIC SHOP	4660 SISSON RD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	Other
TITUSVILLE HIGH	150 TERRIER TRAIL	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	S/H
TITUSVILLE NURSE AND REHAB CTR	1705 JESS PARRISH COURT	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Reas. Likely	Other
TITUSVILLE POLICE DEPARTMENT	1819 CHENEY HIGHWAY	Titusville	Zone X - 500 yr	101-105	Not in Zone	High Risk	No Risk	Other
TITUSVILLE POLICE DEPARTMENT	1100 JOHN GLENN BLVD	Titusville	Zone X - 500 yr	101-105	Not in Zone	Low Risk	No Risk	PSAP - Comm.
TITUSVILLE POLICE DEPT. SUB-STATION	1026 PALMETTO	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
TITUSVILLE SOCIAL SERVICE CENTER	725 S. DELEON AVENUE	Titusville	Zone X - 500 yr	101-105	Category 4	Low Risk	No Risk	Other
TITUSVILLE, CITY HALL	555 S. WASHINGTON AVENUE	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
TITUSVILLE, CITY HALL ANNEX	445 S. WASHINGTON AVE.	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
TITUSVILLE, MUNICIPAL MARINA	451 MARINA ROAD	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	Prot. Almost Certain	Other
TITUSVILLE, VEH. MAINT. FACILITY	101 N. SINGLETON AVE	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Other
TITUSVILLE, WATER TREATMENT PLNT	2836 GARDEN STREET	Titusville	Zone X - 500 yr	101-105	Not in Zone	Very High Risk	No Risk	Utility
WALKER HALFWAY HOUSE	5332 RIVEREDGE DR	Titusville	Zone X - 500 yr	101-105	Category 3	Low Risk	No Risk	Other
LIFT STATION 141 - HOLLYWOOD ESTATES	GAIL BLVD (Kimberly)	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 142 - TACO BELL	2035 W NEW HAVEN AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 143 - BURGER KING	1885 W NEW HAVEN AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 144 - TIMBER RIDGE	1430 HENRY AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 145 - OAK GROVE	990 HOLLYWOOD BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 146 - SHERIDAN LAKES	1500 S JOHN RHODES BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 147 - HAMMOCK LAKES	2636 TUSCARORA CT	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 148 - TAMARIND ESTATES	1460 TAMANGO DR	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 149 - SAN PAULO	3413 CHICA CIR	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 150 - QUAIL RUN	3586 BOBWHITE CT	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 151 - PINE LAKES	3600 REDMAN DR	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility

All Brevard County Critical Facilities

Facility Name	Address	Jurisdiction	Flood Zone	Wind Zone	Storm Surge Zone	Fire Risk	Sea Level Rise Risk	Type
LIFT STATION 152 - WHISPERING WINDS	3765 SOFTBREEZE (Rear)	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 153 - LYNNWOOD	950 HOLLYWOOD BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 154 - FALCON RIDGE	2330 GRIFFITH LN	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 155 - PALM BREEZE	2902 EBER BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 156 - MANCHESTER LAKES	1589 CORBETT LN	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 157 - CRYSTAL LAKES	3654 BURDOCK AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 158 - BUENA VIDA	2129 W NEW HAVEN AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 159 - IMAGINE SCHOOLS	4650 ACADEMIC LN	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 160 - HAVENS OF RIVERIA	4532 ECPLORER DR	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 161 - COASTAL COMMERCE CENTER	490 S COASTAL LN	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
LIFT STATION 162 - LOWES	2150 MINTON RD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility
MEADOWLANE ELEMENTARY	2800 WINGATE BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
MEADOWLANE ELEMENTARY SCHOOL OF SCIENCE	2255 MEADOW LANE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
MEADOWLANE INTERMEDIATE	2700 WINGATE BLVD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	S/H
VETRANS MEMORIAL COMPLEX	2285 MINTON RD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
W MELBOURNE POLICE DEPT	2290 MINTON RD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
WEST MELBOURNE CITY HALL	2240 MINTON RD	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Other
WEST MELBOURNE PUBLIC WORKS	1415 HENRY AVE	West Melbourne	Zone X - 500 yr	106-110	Not in Zone	Low Risk	No Risk	Utility

1.18 APPENDIX VII

1.18.1 Adoption of Local Mitigation Strategies

The Resolutions of Adoption from each jurisdiction within Brevard County are on the following pages.

Brevard Prepares
Local Mitigation Strategy

Steering Committee

Brevard County Emergency Management
1746 Cedar Street, Rockledge, Florida 32955

Alix Bernard, Chair — Ryan Duckworth, Vice Chair

March 4, 2020

Mr. Miles Anderson,
State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4399-DR-FL, Hurricane Michael

Dear Mr. Anderson,

The Brevard Prepares Local Mitigation Strategy (LMS) Steering Committee has approved by vote and prioritized the attached projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives in accordance with the Code of Federal Regulations 44§201.6.

The Brevard Prepares LMS Steering Committee therefore presents the attached projects in the order in which they are to be considered for funding.

For further information or inquiry, please contact me by phone, (321) 604-3017, or email abernard@cityofrockledge.org.

Sincerely,

Alix Bernard, Chair
Brevard Prepares LMS Steering Committee

xc: Ryan Duckworth, Vice Chair, LMS Steering Committee
Debbie Coles, EM Coordinator, Brevard County Emergency Management
Kimberly Prosser, Director, Brevard County Emergency Management
Cory Dibble, Emergency Preparedness Manager, Canaveral Port Authority
Jonathan Lamm, Fire Chief, City of Cocoa
Rebecca Thibert, Assistant to the City Manager, City of Melbourne
Sandra Urban, Special Projects Manager, City of Palm Bay
Lexi Miller, Project Coordinator, City of Satellite Beach
Jim Wilson, Deputy Fire Chief, City of Rockledge

Attachment: Prioritized HMGP Projects for FEMA 4399-DR-FL, Hurricane Michael

Brevard County Prioritized HMGP Projects for FEMA 4399-DR-FL, Hurricane Michael									
Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards									
Number	**Jurisdiction**	**Responsible Organization**	**Hazard**	**Project Description**	**Total Project Cost Est. at Submittal**	**Federal Cost Share**	**Comments**	**Priority Score**	**Ranking**
BRV-0879	Rockledge	Fire Department	W, UL	Fire Station 1 and 3 Hardening and Generator	$1,588,541	$1,191,406	The City of Rockledge proposes to harden two fire stations (Stations 1 (35) and 3 (37)). This proposal includes installing two permanent generators at Stations 35 and 37 ($116,000). In addition, the City will replace the bay doors and doors at both stations, install hurricane impact windows at both stations, and replace the roofs at both stations including necessary reinforcement to bring protection level up to appropriate wind rating and bringing them up to current code requirements. Finally the demolition costs for both stations brings the total cost of this project up to an estimated of $1,588,541	56	1
BRV-0857	Palm Bay	Palm Bay Fire Rescue	W, UL	Hardening Fire Stations 1 & 5	$509,750	$382,313	The City of Palm Bay proposes to harden two fire stations (Stations 1 and 5). In addition, the City will replace the bay doors (with commercial door openers) and exterior doors at both stations, install hurricane impact windows at both stations and bring them up to current code requirements. The total cost of this project is estimated at $509,750.	44	2
BRV-0885	Port Canaveral	Canaveral Port Authority	SS, E	North Jetty Sediment Trap	$7,660,000	$5,745,000	Development and implementation of a North Jetty Sediment Trap would require the following steps, approximate schedule and high-level estimated costs: 1. Feasibility – engineering design, geotechnical (vibracore) data collection, environmental assessment, cultural resource assessment, and feasibility study (including Section 408 analysis). 12 months. $350,000. 2. Permitting – including State of Florida (FDEP), U.S. Army Corps of Engineers (USACE), and Offshore Disposal (EPA) testing and approval. 12-24 months. $250,000. 3. Construction – plans, survey, specifications & solicitation. 5 months. $60,000. 4. Initial construction – 4 months.	44	3
BRV-0880	Satellite Beach	Support Services	W, UL	Fire Station Hardening & Generator	$162,185	$121,639	Currently, the City of Satellite Beach Fire Station meets building code and is not hardened past mandatory code. It is considered a critical facility, as it currently is used to ride out up to Category 3 level storms for firefighters and essential support staff and houses/hosts city first-responders. The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 80 kW generator with accompanying support infrastructure. Special consideration in design should be make, as the fire station is located directly on a finger canal of the Indian River Lagoon and has been observed to flood the area surrounding the station. Additionally, this project is deemed necessary as the Fire Department is slated to move to a new, hardened facility in 2024-25. The existing building is currently slated to remain as a City-owned asset.	44	4

Brevard County Prioritized HMGP Projects for FEMA 4399-DR-FL, Hurricane Michael									
Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards									
Number	**Jurisdiction**	**Responsible Organization**	**Hazard**	**Project Description**	**Total Project Cost Est. at Submittal**	**Federal Cost Share**	**Comments**	**Priority Score**	**Ranking**
BRV-0881	Satellite Beach	Support Services	W, UL	Police Station Hardening & Generator	$794,385	$595,789	The City of Satellite Beach Police Station meets building code and is not hardened past mandatory code. It is considered a critical facility, with essential communication hardware and spaces for critical administration, essential staff offices, and confidential information and materials related to public health and safety. The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 80 kW generator with accompanying support infrastructure.	44	5
BRV-0882	Satellite Beach	Support Services	W, UL	City Hall and Civic Center Hardening & Generator	$990,730	$743,048	Currently, the City of Satellite Beach City Hall and Civic Center meets building code and is not hardened past mandatory code. It is considered a critical facility, as it currently is used to ride out low-level storms for essential staff, as well as hosts critical infrastructure and a space for mass assembly of city staff for hurricane preparations.The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 150 kW generator with accompanying support infrastructure.	44	6
BRV-0886	Port Canaveral	Canaveral Port Authority	UL	Infrastructure Hardening/Burying – Utility Poles	$3,000,000	$2,250,000	Port Canaveral has approximately 280 wooden utility poles spread throughout the jurisdiction. These poles are critical links for both power and communications and vital to ensuring quick response and recovery from a disaster. After both Hurricane Matthew and Irma, Port Canaveral lost power, and it was intermittent and unreliable for several days. The increased winds of Hurricane Irma snapped a critical power link to the northside fire department in half, resulting in a small fire and loss of power to the fire station. Port Canaveral's Maritime Center, fire stations 52 and 54, the Interagency Maritime Operations Center, Customs and Border Protection, and Port Authority tenants such as Seaport Canaveral all share the same power infrastructure and are vital components to emergency response and recovery for the state of Florida. Without a reliable power system, emergency response will be delayed as well as the ability to reopen and accept fuel vessels and their cargo offload. The need to harden Florida's seaports with sustainable power infrastructure is apparent and further warranted after the devastation of Hurricane Michael in the panhandle and Port Panama City. A recent study conducted by the Florida Port's Council in 2019 identified the need to further build out the resiliency of the current and gaining utility infrastructure at Florida's seaports. Port Canaveral plans to harden the power infrastructure through burying existing power lines and replacing wooden poles with concrete.	36	7

Brevard County Prioritized HMGP Projects for FEMA 4399-DR-FL, Hurricane Michael									
Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards									
Number	**Jurisdiction**	**Responsible Organization**	**Hazard**	**Project Description**	**Total Project Cost Est. at Submittal**	**Federal Cost Share**	**Comments**	**Priority Score**	**Ranking**
BRV-0877	Melbourne	City Hall/Admin.	UL	Fire Stations & Fleet Services Generators	$582,000	$436,500	This project would be to replace emergency generators at eight of the City of Melbourne's fire stations and the Fleet Management Division building. Personnel are housed in the fire stations and the Fleet building during a hurricane or disaster. The existing generators have surpassed their useful life and are not reliable during a storm or emergency event. The project calls for installation of four (4) 60 kW, one (1) 100 kW, two (2) 125 kW, one (1) 150 kW and one (1) 200 kW emergency backup generators.	32	8
BRV-0883	Satellite Beach	Support Services	W, UL	DRS Community Center Hardening & Generator	$853,450	$640,088	Currently, the City of Satellite Beach DRS Community Center meets building code and is not hardened past mandatory code. It is considered a critical facility, with essential communication hardware and spaces for essential staff to congregate for pre- and post- disaster operations as well as host community events, both scheduled and emergency-operations based. The City of Satellite Beach proposes a project to harden building envelope components such as windows and doors, as well as invest in a new 240 kW generator with accompanying support infrastructure.	32	9
BRV-0876	Cocoa	Crosswinds Youth Services, Inc.	UL	Robert E. Lehton Children's Shelter Generator	$91,833	$68,875	The shelter offers 24/7 emergency residential care (food, shelter, supervision) and supportive services for youth who have run away, are homeless, have had their foster home placement interrupted or are in respite, or are otherwise in crisis. Crosswinds is the only emergency shelter for unaccompanied youth in the County. Crosswinds is Brevard County's designated Safe Place provider. Youth enter Crosswinds' emergency shelter at any time of the day or night, any day of the week, 365 days a year. They come on their own, by parents or police, referred by other agencies or be found on the streets by Crosswinds' Street Outreach team. During 2018, Crosswinds served 326 youth for 5,458 nights of care in the shelter. A generator would enable Crosswinds to continue near normal operations. The shelter evacuated to a sister agency in Ocala for Hurricane Matthew (2016). The shelter remained open for Irma (2017) and power was lost.	28	10

Brevard County Prioritized HMGP Projects for FEMA 4399-DR-FL, Hurricane Michael									
Hazard: W = Winds FR = Fire UL= Utility Loss L = Lightning SS = Storm Surge C = Civil Disorder FL = Flooding E = Erosion HZ= Hazmat WS = Winter Storm D = Drought I = Infestation/Disease All = All Hazards									
Number	**Jurisdiction**	**Responsible Organization**	**Hazard**	**Project Description**	**Total Project Cost Est. at Submittal**	**Federal Cost Share**	**Comments**	**Priority Score**	**Ranking**
BRV-0878	Cocoa	Public Works	E, UL	Indian River Drive Bank Stabilization	$530,300	$397,725	The elevation of Indian River Drive in Cocoa varies from a few feet above sea level to 38 feet above sea level. A portion of the roadway at the highest elevation (+38 elev.) is in danger of experiencing sudden settlement and roadway failure if the adjacent bank fails. Water and other utility infrastructure would be compromised if the roadway failed. The bank condition appeared to worsen after Hurricanes Matthew and Michael. A Geotechnical study was performed in 2017 and confirmed that the bank of the Indian River Lagoon was only marginally stable with a Factor of Safety of 1.1. The City of Cocoa proposes a project to reinforce the bank with a geogrid secured by steel screw-in earth anchors along a 150 ft. area exhibiting the most severe distress. Revegetation and irrigation to encourage natural stabilization is also included. This project will increase the Factor of Safety of the bank stability from “marginally stable” 1.1 to 1.5 which is considered “stable”.	24	11
BRV-0887	Port Canaveral	Canaveral Port Authority	UL	Infrastructure Hardening – Non-Structural Retrofitting of Existing Building/IT Room	$1,200,000	$900,000	Port Canaveral is looking to retrofit the 2nd floor of the Maritime Center to support a resilient data center for the Port Canaveral community including the Brevard County’s Sheriff’s Office and Canaveral Fire Rescue. The retrofitted server room will support all of Port Canaveral’s data and maintain emergency operations critical connectivity in times of disaster. The existing Port data center housing communications and server systems is vulnerable to water, wind, and man-made disruptions. A disruption due to an event could impact the following services: •network outage to of IP cameras and access control monitoring •SCADA system outages •email and internet outages •phone service for operations •application and revenue generating system outages •Communications Center monitoring outages for BCSO and CFR	20	12

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

August 13, 2020

John Scott, Interim Director
Brevard County Emergency Management
1746 Cedar Street
Rockledge, Florida 32955

Re: Brevard County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Interim Director Scott,

This is to confirm that we have completed a State review of the Brevard County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Brevard County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Brevard County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Brevard County, Unincorporated
City of Cape Canaveral
City of Cocoa
City of Cocoa Beach
Town of Grant-Valkaria
Town of Indialantic
City of Indian Harbour Beach
Town of Malabar
City of Melbourne
Town of Melbourne Beach
City of Palm Bay
Town of Palm Shores
City of Rockledge
City of Satellite Beach
City of Titusville
City of West Melbourne
Brevard Public Schools
Canaveral Port Authority

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Brevard County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Kristin Buckingham at Kristin.Buckingham@em.myflorida.com or 850-815-4519.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/kb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

Brevard Prepares Local Mitigation Strategy

Steering Committee

Brevard County Emergency Management
1746 Cedar Street, Rockledge, Florida 32955

Alix Bernard, Chair — Ryan Duckworth, Vice Chair

April 7, 2020

Subject: Local Mitigation Strategy Certification

Please be advised that the City of Cocoa has the support of the Brevard Prepares Local Mitigation Strategy Steering Committee in reference to the following Local Mitigation Strategy Initiative Projects assigned ID numbers as follows:

- BRV-0874 Broadmoor Drainage Improvements – City of Cocoa Public Works / Stormwater

The Initiative Project was approved to be incorporated into the Local Mitigation Strategy by the Steering Committee on July 16, 2018 with a project cost estimated at $1,000,000. The updated project costs is $3,092,780 and the LMS Steering Committee was informed of the cost increase on March 22,2020.

Sincerely,

Alix Bernard, Chair
Brevard Prepares Local Mitigation Strategy Steering Committee

xc: Ryan Duckworth, Steering Committee Vice Chair, City of Cocoa Beach
Debbie Coles, LMS Coordinator, Brevard County Emergency Management
Bryant Smith, City of Cocoa Public Works Director/City Engineer

RESOLUTION NO. 2020-216

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA , RELATING TO THE LOCAL MITIGATION STRATEGY PLAN WHICH IS A MULTI-JURISDICATIONAL HAZARD MITIGATION PLAN THAT IS A RESULT OF THE COORDINATED, COOPERATIVE EFFORT OF SEVERAL LOCAL GOVERNMENTS WITHIN BREVARD COUNTY, INCLUDING THE CITY OF COCOA. THE DEVELOOPMENT AND IMPLEMENTATION OF THE LOCAL MITIGATION STRATEGY PROVIDES A MECHANISM TO ADDRESS ISSUES THAT WILL REDUCE OR ELIMINATE EXPOSURE TO HAZARD IMPACTS SUCH AS WIND AND FLOOD EVENTS; APPROVE THE ADOPTION OF THE BREVARD COUNTY LOCAL MITIGATION STRATEGY (LMS) 2020 PLAN ; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION..

WHEREAS, the City of Cocoa is in an area that is vulnerable to natural and man-made disasters in Brevard County, Florida; and

WHEREAS, the City supports reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, the State of Florida has stipulated that a Local Mitigation Strategy (LMS) is the first step in the process of making a community better prepared to manage disasters; and

WHEREAS, the Brevard County 2020 Local Mitigation Strategy (LMS) is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 (DMA2K) as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of this Plan is necessary in order to maintain eligibility for future hazard mitigation project grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COCOA, FLORIDA, that:

SECTION 1. The City Council of the City of Cocoa adopts the Brevard County Local Mitigation Strategy 2020.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, at a regular meeting of the City of Cocoa on the 13th day of October, 2020.

_____
Jake Williams Jr, Mayor

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-655	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/24/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	IAFF, Labor, labor union				
Code sections:					
Attachments:	FINAL IAFF Contract Oct 1 18 to Sept 30 21.pdf Insurance and Pay Plan MOU (9-24-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2020
Agenda Date: October 13, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages.

BACKGROUND:

The City of Cocoa and the International Association of Firefighters (IAFF) Local 2416 have an existing collective bargaining agreement in effect for October 1, 2018 - September 30, 2021. As part of that agreement, salary pay grades and annual wage increases were agreed for the three-year term, which includes an annual three percent (3%) wage increase on October 1, 2020. Article 4.1 of the agreement allows for modification of an article with mutual consent by a letter of agreement.

The City and IAFF entered into a Memorandum of Understanding (MOU) on September 24, 2020 between IAFF President Brian Ackerman and Interim City Manager Matthew Fuhrer to document the mutual agreement to increase the pay plan wage minimums and maximums by three percent (3%) under Article 29 Wages. The impact of this pay plan change has no immediate impact on any current member but allows the City to hire the pending three firefighters at the higher starting rate. Additionally, the pay plan change is included in the proposed Fiscal Year 2021 budget and was presented during the first and second reading of the budget.

Additionally, the mutual agreement was documented for the City to absorb the health insurance

increase for dependent coverage for Fiscal Year 2020 and 2021. City Council approved this at regular City Council Meetings on July 10, 2019 and July 22, 2020. This MOU is being done to document the mutual agreement to do so under the CBA. A copy of the executed MOU is attached, which outlines the modifications to the collective bargaining agreement.

STRATEGIC PLAN CONNECTION:

Employees- By making these wage adjustments and modifications to the IAFF pay plan will help to recruit and retain a qualified workforce and keep the City competitive with other employers and local governments.

BUDGETARY IMPACT:

Budgeted Yes

Salaries and Benefits in respective FY2021 Fire Salary accounts.

PREVIOUS ACTION:

At the Regular City Council Meeting on September 11, 2018, City Council approved the three-year contract between the City of Cocoa and International Association of Firefighters Local 2416.

RECOMMENDED MOTION:

Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages.

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AGREEMENT

BETWEEN

CITY OF COCOA

AND

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 2416

October 1, 2018 to September 30, 2021

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, herein referred to as the "City", and Local 2416, International Association of Firefighters (IAFF), hereinafter referred to as the "Union", to establish an orderly and peaceful procedure for settling differences which arise, and to set forth an agreement between the parties concerning wages, hours and other terms and conditions of employment.

The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it, and the employees it represents, will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

Likewise, the City hereby and herewith covenants, agrees and represents to the Union that it will faithfully and diligently abide by and be strictly bound to all provisions of this Agreement as set forth herein.

ARTICLE 1 - RECOGNITION

1.1 The parties agree that the Union is recognized as the exclusive bargaining agent for all bargaining unit members of the City of Cocoa Fire Department as determined by the Florida Public Employee Relations Commission and set forth in Certification #206. Covered members include all employees of the City of Cocoa Fire Department in the positions of Firefighter and Fire Lieutenant.

1.2 The City herewith covenants, agrees and represents to the Union that it recognizes its obligation to bargain with the Union, only through the Union President and/or his/her

representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

1.3 The Union herewith covenants, agrees and represents to the City that it recognizes its obligation to bargain with the City, only through the City Manager and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

ARTICLE 2 - DISCRIMINATION

2.1 The City and the Union agree not to discriminate in any way, including the application of the articles of this Agreement, against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, sex, color, national origin, age, physical handicap, marital status, creed, political affiliation, or because of activities undertaken for the mutual benefit and protection of members of the Union.

2.2 Members of the bargaining unit agree that they will perform their respective duties loyally and continuously under the terms of this Agreement, and will pledge to protect the interest of the City, to conserve property, protect the public and give service of the highest quality.

2.3 In exchange, the City pledges to the Union and the members of the bargaining unit, employment (provided sufficient funds are available), wages, and those privileges and benefits in accordance with the provisions of this Agreement.

ARTICLE 3 - SEVERABILITY

3.1 If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force

and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union and attempt to agree upon a replacement article or articles.

ARTICLE 4 - APPENDICES AND AMENDMENTS

4.1 Any appendices or amendments that may be mutually agreed upon between the parties during the terms of this Agreement shall be lettered, dated and signed by the appropriate, responsible parties, ratified by the members of the bargaining unit and the City Council, and will become a part of this Agreement and subject to all its other applicable terms.

ARTICLE 5 - PREVAILING RIGHTS

5.1 All rights, privileges, and working conditions enjoyed by bargaining unit employees which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement or applicable law.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The City shall have the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The City shall also have the right to exercise any other prerogatives established by law and/or as determined by the Public Employees Relations Commission or a court of competent jurisdiction. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE 7 - POLICIES AND PROCEDURES

7.1 Except as modified by a specific provision of this Agreement, employees covered hereunder shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Personnel Policies Manual and/or the new Employee Handbook, the Safety Manual and the Managed Care Arrangement.

7.2 The City reserves the right to add, modify, change or delete any existing personnel policies and procedures of the City of Cocoa and the Fire Department provided, however:

1. That no changes or new rules shall negate, override, contradict or circumvent any provision of this Agreement.

2. That the Union shall be notified, in writing, not less than thirty (30) days before the City plans to substantially change or implement a new rule. During this time period the Union will notify the City if it wishes to engage in impact bargaining and identify the impacts to the City.

3. That the City will not implement new rules until the Union has been given the opportunity to collectively bargain over the change and/or the impact any such changes may have upon the terms and conditions of employment of the members of the bargaining unit.

4. That when such changes or new rules are implemented, all employees and the Union shall be provided a copy electronically in order for the employees and the Union to become familiar with the content and operation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement. All grievances must be filed at Step

1within sixty (60) calendar days of the occurrence or when the employee should have reasonably been aware of the issue.

INFORMAL STEP: The Union and the aggrieved bargaining unit employee shall discuss verbally with Management the incident or the occurrence that gave rise to the grievance. Management shall respond to the member or the members of the bargaining unit within seven (7)calendar days from the end of the shift that the incident or occurrence was discussed. If the bargaining unit employee or employees believes the incident has not been resolved, he/she shall advance the grievance to Step 1 of the Grievance Procedure.

STEP 1: The grievance will be submitted, in writing on the attached Grievance Form, to the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, shall meet with the Union and the aggrieved employee or employees, within seven (7) calendar days of receipt of the grievance. The Fire Chief, or his/her designee, shall render a written decision within seven (7) calendar days following the Step 1 grievance meeting.

STEP 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the City Manager, or his/her designee, within seven (7) calendar days of when the response was due, in Step 1. The City Manager, or his/her designee, shall meet with the Union and aggrieved employee or employees, within seven (7) calendar days following receipt of the grievance. The City Manager, or his/her designee, shall render a decision within fourteen (14) calendar days following the Step 2 grievance meeting.

STEP 3: Any dispute over the nature and scope of the remedy shall be resolved by the Arbitrator pursuant to this Article. Any grievance not otherwise resolved through the foregoing steps may be referred to arbitration within fourteen (14) calendar days of the time the City

Manager's response was due. Any request for extension of the time limit may be granted by written mutual consent.

8.2 Rules of Grievance Procedure:

A. A written grievance shall be dated and signed by the aggrieved employee and the Union representative presenting it. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

B. All grievances must be reduced to writing at Step 1, and must set forth:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy of correction requested.

3. The section or sections of this Agreement claimed to have been violated.

C. At any step of the grievance procedure, the Fire Chief or the City Manager may appoint a person to act on his/her behalf.

D. Any of the time limits specified above may be extended by written mutual consent.

E. When a grievance is general in nature in that it applies to a number of members of the bargaining unit having the same or similar issue(s) to be decided, it shall be filed by the President of the Union or his designee.

F. The Union must be invited to attend any meeting where the resolution of a grievance may occur.

G. The Union and/or employee must select either this Grievance Procedure or the City's grievance/hearing procedures as outlined in the City Personnel Policies as to any matter covered by this Agreement. In no case can the Union and/or employee pursue a grievance under this Agreement and a grievance/hearing under the City's Personnel Policies. Whichever procedure is first initiated shall be the Unions/employee's exclusive avenue of formal internal redress.

H. The Union Executive Board shall determine if any Grievance moves to Arbitration.

8.3 Rules of Arbitration:

1. The parties to this Agreement will attempt to agree upon an independent arbitrator. If the parties cannot agree, either party will contact the Federal Mediation and Conciliation Service to request a panel of nine (9) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. The arbitrator shall have the jurisdiction and the authority to hear a grievance as defined in this Article and to render a decision which is binding on both parties. However, the arbitrator shall not have authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

2. The parties shall attempt to agree in writing as to the statement of the matter to be arbitrated prior to the hearing.

3. Each party shall bear the expense of its own witnesses and its own legal representatives. The expenditures of the impartial arbitrator shall be borne by the losing party as directed by the arbitrator. In the event there is not a directed losing party, the expense of the arbitrator shall be borne equally. Any party requesting a copy of the transcription of such arbitration hearing shall bear the cost of same.

ARTICLE 9 - PROBATION

9.1 All new employees in the Fire Department bargaining unit will serve twelve (12) months of probation. New hire probationary employees may be terminated with or without cause at management's discretion during the probationary period. The probationary period for bargaining unit employees promoted from Firefighter to Lieutenant or Firefighter to Driver will

be for a period of six (6) months. In the event a bargaining until employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

9.2 New hire probationary employees may not take vacation during the first six (6) months of the probationary period. After six (6) months they may take vacation as long as they have a satisfactory or above performance evaluation.

9.3 New hire probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

9.4 New hire probationary employees shall not be allowed shift exchanges while on probation. Exceptions may be allowed with the approval of the Fire Chief or his/her designee.

9.5 New hire probationary employees on shift shall be tested every three months on streets, addresses, block numbers, fire suppression systems, equipment, standard operating procedures and rules and regulations of the department, firefighting skills, patient care, hazardous materials, driving, operating and pumping of apparatus and equipment. The test shall be a written and performance based test in accordance with the standard operating procedures for probationary employees, and probationary employees shall be required to achieve a minimum score of 75% on all component tests. Probationary employees scoring less than 75% on a component test will be entitled to one (1) retest.

9.6 Probationary employees shall be evaluated as directed by the Fire Chief or his/her designee in accordance with the Department's established policies and procedures.

ARTICLE 10 - DUES DEDUCTION

10.1 The City shall deduct Union dues from the pay of each bargaining unit employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Payroll Section of the Finance Department of the City a current written authorization by the

bargaining unit employee submitted by the Union. Such authorization may be revoked by the bargaining unit employee at any time upon at least thirty (30) days written notice to the Union and to the Human Resources. Dues shall be deducted on a weekly basis, unless a bi-weekly payroll is implemented by the City.

10.2 At the time of execution of this Agreement, the Union shall advise the Payroll Section of the City, in writing, of the exact amount of regular monthly dues. Thereafter, if the Union requests the Payroll Section of the City to deduct a different amount of dues, such request shall be effective only upon a written statement by the Treasurer of the Union to the Payroll Section of the City that the new amount is for regular dues only approved by the members in accordance with the applicable law.

10.3 The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of actions taken by the City in good faith reliance of the force and legality of the Union dues check-off forms provided by the Union.

10.4 All amounts deducted from the pay of members pursuant to this Article shall be remitted by electronic payment to the Treasurer or other Union designated financial officer along with an official printout documenting the deductions within ten (10) calendar days of the month following on which the deductions were made.

ARTICLE 11 - OCCUPATIONAL SAFETY AND HEALTH

11.1 The City agrees to comply with all applicable safety and health laws and regulations applicable. Given the inherent dangers and risks associated with the fire service, the City agrees to implement precautionary measures as necessary to promote the health and safety of its Fire Department personnel.

A. A Fire Department Workplace Safety Committee composed of four (4) members, two (2) members appointed by the Union President and two (2) members appointed by the Fire Chief, or his/her designee. The City's Safety Coordinator shall serve as an advisor to the committee.

B. The goal of the committee is to achieve and maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accident, death, injuries and illness to personnel. The Committee shall adopt rules prescribing the duties and functions of the Fire Department Safety and Health Committee that will be documented in the Cocoa Fire Department Safety and Health Manual. These rules should include, but are not limited to, assisting in the development and implementation of procedures for conducting workplace safety inspections and reviewing workplace accidents and injuries; evaluating accident prevention and illness-prevention programs; and making recommendations that will include training for Committee members.

C. Safety and Health Committee members may be allowed time off with pay to attend meetings as approved by the Fire Chief or his/her designee and shall receive no additional compensation without prior authorization of the Fire Chief or his/her designee.

11.2 All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty. Violation of this provision will be subject to disciplinary action, up to and including termination. The parties further agree to encourage

members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a tobacco cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 12 - BULLETIN BOARDS

12.1 The City will authorize the Union use of bulletin boards at each Fire Station. The boards will be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of Union committees.
5. Newspaper clippings.
6. Other official Union communications.

All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current.

12.2 Notices and announcements shall not contain anything political or controversial, reflecting upon the City, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

12.3 Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 13 - PROMOTIONS

13.1 Promotions and shall be in accordance with the Fire Department's Promotions SOPs, as created by the Fire Department. Any changes in this policy will be made by mutual agreement of the City and Union at least six months prior to the test.

Driver-Operator

A. Consideration for Driver-Operator will require a State of Florida Pump Operators Certification* and a minimum of two (2) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The eligibility process for as a Driver-Operator will be given in April of odd numbered years (every two years), following the initial process in 2016, in order to establish an eligibility list. The eligibility process shall consist of both a written exam and practical exercise. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

Lieutenant

13.2 Promotions to the rank of Lieutenant shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for promotion to Lieutenant will require a Florida Fire Officer One Certification and a minimum of four (4) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The promotional process will be given in April of even numbered years in order to establish an eligibility list. Subject areas and reference materials to be covered on the written

exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

C.

Applicants must notify the Fire Chief, or his/her designee, at least thirty (30) days prior to the exam date, of their commitment to sit for the exam. No applicant will be allowed to leave the examining room until the test is completed and turned in.

D. When a vacancy exists the City will make every effort to fill the vacancy within forty-five (45) days.

ARTICLE 14 - NO STRIKE CLAUSE

14.1 The Union and any and all members shall not cause, engage in or sanction any strike, slowdown, or other illegal concerned action for the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons who are not signatory parties to this Agreement.

14.2 The Union and any and all members agree that for the term of this Agreement it shall not cause, engage in or sanction any picketing or demonstrating in furtherance of a work stoppage.

14. 3 There will be no lock-out by the City for the duration of this Agreement.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.1 Any member of the bargaining unit required to work in a higher classification shall receive out of classification pay for each hour worked in such capacity in accordance with section 15.2.

15.2 All opportunities for working out of classification within the rank of Lieutenant or Driver/Operator shall be first assigned to Firefighters on the current Lieutenant promotional list or Driver/Operator eligibility list and will receive seven and a half percent (7.5%). Once these lists have been exhausted, it should be offered, by seniority, to a member who has completed the requirements of 15.5 of this Article and will receive five percent (5%). The Department will track Lieutenant and Driver/Operator out of classification time for members on the eligibility list and assign as fairly as possible. If all eligible employees elect not to accept the working out of classification position, the Fire Chief or his/her designee shall assign the working out of classification position at his/her discretion to the least senior member of that shift that meets the service requirements of Article 13. However, if there is a Lieutenant working from another shift due to overtime or shift exchange, he/she shall be assigned as a Lieutenant and working out of classification pay is not applicable.

15.3 Lieutenants that successfully complete the in-house training program shall be eligible for working out of classification as a District Chief, if not in a probationary status and after the check-off is completed and shall receive seven and a half percent (7.5%). Those that have not completed the training program will receive five percent (5%).

15.4 The City may assign bargaining unit employees to work out of classification to temporarily fill vacancies within Fire Department positions.

15.5 All eligible bargaining unit member will be offered, on-duty, an in-house training program that must be completed successfully to be assigned in a working out of classification position.

ARTICLE 16 - COUNSEL SERVICES

16.1 The City agrees, to the extent provided by its liability insurance, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his/her actions and/or omissions in the course and scope of his/her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions; The Union shall be kept fully informed regarding the City's defense of the bargaining unit employee, and shall fully cooperate in such defense.

16.2 The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against him/her as a result of the bargaining unit employee's actions while acting in the scope of his/her employment; provided, however, that the City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were outside the course and scope of his/her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

16.3 If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City meets with the bargaining unit employee and his/her attorney, to advise them about settlement.

16.4 The application of this Article will not diminish an employee's rights under Florida Statutes Section 768.28(a).

ARTICLE 17 - ASSIGNMENT DURING NON JOB-RELATED DISABILITY

17.1 In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job related condition, the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodations, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and/or restrictions.

17.2 The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

17. 3 Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

17.4 In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

17.5 Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior to returning to their normal shift.

ARTICLE 18 - GENDER

18.1 Whenever the male gender is used in this Agreement, it shall be understood to mean male or female members of the bargaining unit unless the context in which it is used renders it biologically unlikely or impossible.

ARTICLE 19 - SANITATION, MAINTENANCE AND UPKEEP

19.1 The City agrees to supply and make available for the benefit of bargaining unit members materials required in the day-to-day maintenance and upkeep of floors, windows, kitchen appliances and utensils, sleeping quarters, showers and bathroom facilities at all Fire Stations or other work locations of bargaining unit members. Furthermore, the City agrees to provide items necessary to satisfactorily maintain sanitary conditions of all quarters within all work locations.

This includes the administrative offices in fire stations. Bargaining unit employees are not responsible for maintaining or cleaning the administration take home vehicles.

19.2 Any materials or supplies needed to clean and maintain fire and rescue apparatus will be provided by the City. The City will be responsible for providing appropriate soaps or other cleaning agents to enable bargaining unit members to safely remove lubricants and other slippery materials from apparatus and floors, and to maintain a presentable appearance.

19.3 Agricultural, horticultural, and major facilities repair and non-routine maintenance services provided at other City locations will be provided at all Fire Station facilities.

ARTICLE 20 - STAFFING AND EQUIPMENT

20.1 The City shall determine, in its sole discretion, the type and number of equipment and apparatus to be used in the provision of fire and rescue services. The City shall also determine, in its sole discretion, the number and type of personnel to be assigned the shifts, apparatus and equipment. In establishing such staffing, the City shall consider safety (public employee), cost (including overtime expenses) and all other factors deemed relevant by the City.

20.2 When the food and personal needs of fire or rescue companies require visits to retail establishments, the companies shall be required to stay in service. Every reasonable effort will be made to secure the vehicle and its contents. Whenever possible, visits to any retail establishment shall be made during the return from another station or from a service connected trip.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause.

ARTICLE 22 - TRANSFER

22.1 Members of the bargaining unit shall have the right to temporarily exchange station assignments in the same classification, upon providing at least a minimum of twenty-four (24) hours advanced written request. The request must have the written approval of the Fire Chief or his designee. Any such transfer shall not reduce or impair the ability of the Fire Department to provide necessary services. When a vacancy occurs in a bargaining unit position, the senior member holding that same classification shall be given first consideration for transfer to that vacant position. Employees in a probationary period status are not eligible for station transfers.

22.2 Any transfer, whether temporary or to fill a vacant position, may be granted as long as there is no cost or additional expense to the City.

22.3 If the City determines a shift transfer is required, the least senior firefighter in the job classification, to include EMT/Paramedic and Solo-Paramedic, that is necessary shall be moved.

22.4 Once the member has been transferred based on the operational need once in a 12-month period and that member would be subject to a second transfer based on the operational need in the same 12-month period, then that member shall be skipped and the transfer will fall to the next least senior member of that shift.

ARTICLE 23 - INVESTIGATIONS

23.1 The City shall comply with the Firefighter Bill of Rights whenever a bargaining unit member is under investigation and/or discipline may be given. Bargaining unit members may request Union representation (including legal counsel) for an investigation/hearing that may lead to discipline.

ARTICLE 24 - PERSONNEL FILES

24.1 Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

24.2 Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

24.3 The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy is provided to the employee.

24.4 Oral and Written discipline over 24 months in the personnel file will not be considered as a basis for further disciplinary action. This exclusion does not apply when the offense of the reprimand involves harassment or workplace violence.

ARTICLE 25 - SHIFT EXCHANGE

25.1 A request to exchange shifts form shall be filled out, signed, and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. Except for unforeseen circumstances, the request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back. Requests for shift exchange may be denied by the Fire Chief or his/her designee, if the shift exchange will interfere with the operation and/or activities of the Fire Department.

25.2 Shift exchange will be in writing and signed by both parties participating in the exchange on department approved forms. Tracking of exchanged time shall be the responsibility

of bargaining unit members. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee. All shift exchanges must be completed within 12 months.

25.3 Shift exchanges may be granted as long as there is no cost or additional expense to the City and does not interfere with the operation and or activities of the Fire Department, to include, but not limited to maintaining the type and level of service as determined by the City.

25.4 Lieutenants may only exchange with another Lieutenant or Firefighter on the current Lieutenant Promotional List or members who have completed the requirements in 15.5. In the event the promotional list is exhausted, as there are no members on the list, employees exchanging shifts must be able to fulfill all the duties of the position/employee with which they are exchanging shifts.

25.5 The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member does not work an approved shift trade due to illness, his/her sick leave bank will be charged. The agreeing member is not eligible to use vacation on a shift that he/she has agreed to work.

25.6 All shift exchanges will be for time only. No other compensation is allowed.

ARTICLE 26 – UNIFORMS

26.1 Shift bargaining unit employees will be furnished all items of required uniforms in accordance with applicable Department Policy on an as needed basis and subject to annual budget appropriations:

1. Uniform shirts, long or short sleeve=
2. Uniform or workout shorts

3. Dark blue uniform trousers

4. 1-1/4 inch black leather belt

5. Dark blue jacket

6. Cocoa Fire Department badges

7. Name tags

8. T-shirts or casual style shirt

9. C.F.D. (Cocoa Fire Department) baseball type cap

10. Logo sweatshirt or job shirt

26.2 The City will continue to replace any articles of uniform as they become worn, torn, or otherwise unserviceable due to normal wear and tear. Any member of the bargaining unit found to have lost, damaged, or destroyed articles of uniform through negligence will be required to pay for replacements. The cost of any required replacement, in such case, shall be through weekly deductions from the member's paycheck, of not more than twenty-five dollars ($25.00).

26.3 In lieu of a cleaning allowance, washers and dryers will be maintained in each of the stations. City washing machines and dryers may only be used for washing City issued items and linens/bedding used at the station.

26.4 Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

26.5 Uniforms and/or equipment issued by the City shall not be worn off duty unless performing a function for the City or in the best interest of the City, with the permission of the Fire Chief. Non-uniform t-shirts can be worn off duty with the permission of the Fire Chief.

26.6 The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be reimbursed up to one hundred ($100.00) dollars annually each fiscal year, for the purchase of shoes approved by the Fire Chief.

ARTICLE 27 - MILEAGE ALLOWANCE

27.1 Bargaining unit employees using their private vehicle for Fire Department business with prior approval of the Fire Chief or his/her designee, shall be compensated at the applicable City rate.

ARTICLE 28 - INSURANCE

28.1 The City will pay one hundred percent (100%) of the cost of the member's plan premiums, (up to the cost of the Core Plan), and fifty percent (50%) of the cost of the Core Plan for dependent premiums or other costs, providing sufficient revenues permit.

28.2 The City will pay one hundred percent (100%) of the cost of member’s long-term disability coverage.

28.3 Health and hospitalization benefits for future retirees will be provided in accordance with City Resolution 95-27 and Resolution 2008-133, as may be amended by City Council.

28.4 The Union will be allowed to have a representative on any Advisory Committee formed to review Health and Hospitalization Insurance.

28.5 The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with thirty (30) days of notice of any proposed changes. Bargaining unit employees shall also be able to participate in the City's flexible spending plan on the same basis as other City employees.

ARTICLE 29 - WAGES

29.1 Effective October 1 of fiscal years 2019, 2020, and 2021, the City shall provide a three percent (3%) wage increase for bargaining unit members employed as of the ratification date of this Agreement. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

29.2 Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum for equivalent wage increase amount.

29.3 Employees who are promoted to Lieutenant or Driver/Operator Classification shall be placed in the new rank at the minimum, or receive a 5% increase, as defined in the City Personnel Policies, whichever is greater.

29.4 Employees who were promoted to Lieutenant prior to October 1, 2018 and had the Driver/Operator Assignment at the time of their promotion (Bragg and Slaughter) will receive a 5% increase in base pay retroactive to their promotion date upon ratification of this contract.

Classification	Firefighters	Driver/Operator	Lieutenants
Minimum	$35,594	$43,394	$54,106
Maximum	$59,930	$62,920	$74,620

ARTICLE 30 - INCENTIVE PAY

30.1 The parties agree that incentive pay increments for various certifications and educational attainments shall continue to be included in hourly rates of pay, as per Article 29, Wages.

30.2 The City agrees to provide adequate on duty training to all members of the bargaining unit who operate motorized equipment.

30.3 The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to "Florida Firefighter Standards and Training" in Florida Statutes, Chapter 633, will continue to receive such amounts.

30.4 All bargaining unit employees holding a valid Paramedic certification shall receive $ .77/hour. If a member loses the privilege to practice as a paramedic through discipline or action by the state this incentive pay shall be halted until the privilege is restored.

30.5 Once an employee is released by the medical director and Fire Chief to be a “solo status” paramedic, and there is an available paramedic position, his/her incentive pay shall increase $1.16/hour to $1.93/hour. To ensure levels of service are properly maintained, the solo status incentive will be temporarily removed in an event the employee is on a medical leave of absence or in a light duty capacity for more than a thirty-day period due to a non-work related injury. If available, at the Fire Chief’s discretion, he or she may temporarily assign a qualified solo-

paramedic to fill the absence. During the temporary assignment, the substitute employee will receive the additional solo pay incentive pay.

30.6 Procedures for attaining Solo Paramedic and Driver/Operator status shall be established in accordance with the Department's established policies and procedures.

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.1 The City shall establish a work period consisting of twenty-seven (27) days. Payment for overtime will be one and one-half (1-1/2) in excess of (200) hours of actual work in the twenty-seven (27) day work period as provided in the Fair Labor Standards Act. It is understood that all time worked beyond the fifty (50) hour scheduled workweek will be at the rate of one and one-half (1-1/2) for overtime. Paid leave for vacation and witness duty for City purposes, will be counted as time worked for the purposes of computation of overtime. Sick leave, bereavement, short term military leave, and Jury Duty do not count as time worked for the purposes of computing overtime. Bargaining unit members called back to work from off duty shall be paid for all hours worked with a minimum of two (2) hours regardless of a lesser number of hours actually worked.

31.2 On-shift bargaining unit employees will work a week which averages fifty (50) hours per week running from Monday to Sunday. There will be a three (3) platoon system; twenty-four (24) hours on duty, twenty-four (24) off duty, commencing at 7:30 a.m. and ending at 7:30 a.m. the next morning, followed by twenty-four (24) hours off duty, cycled successively, until three (3) shifts have been worked. Thereafter, there will be a break of ninety-six (96) hours. All 27-day cycles will have nine (9) scheduled duty days.

31.3 The maximum number of on-shift Fire Department personnel allowed to be off at the same time is three (3); only two officers shall be allowed to take the same time off, unless

approved by the Fire Chief or his designee. The maximum number of personnel allowed to be off on F.L.S.A. day is two (2).

31.4 It is understood and agreed, should there be a change in the Fair Labor Standards Act or circumstances adversely impacting the City, both sides shall meet and renegotiate a new work schedule.

31.5 Every attempt will be made to establish and post a monthly duty roster at Station #1 at least one week prior to the last scheduled shift of each month. Periodic breaks of ninety-six (96) consecutive hours will be taken off as scheduled, unless they are exchanged in accordance with Article 25, Shift Exchange. The same provisions will apply to time off and exchange of F.L.S.A. day.

31.6 Bargaining unit employees shall be required to return to work while off duty or to hold over on shift when deemed necessary by the City and the City has first attempted to procure a volunteer through the overtime list. Bargaining unit employees called back to work from off duty status or held over for less than one hour, shall be compensated for time worked rounded to the nearest five minutes and will have the pay added to their regular weekly paycheck for the week in which the overtime was worked.

31.7 Fifty (50) hours per week, which amounts to two hundred (200) hours in a twenty-seven (27) day cycle, will constitute a normal workweek and the parties agree there is no entitlement to additional pay for a normal week worked beyond the regular normal weekly wage. The normal weekly wage for on-shift bargaining unit employees is derived by dividing the annual salary amount by two thousand six hundred (2,600) hours and multiplying by fifty (50). The City agrees to pay members of the bargaining unit at the rate of one and one-half (1-1/2) times the regular rate of pay for every hour worked outside of the normally scheduled workweek.

31.8 On-shift bargaining unit employees will be granted one (1) F.L.S.A. day, also referred to as "Kelly" day, each 27-day cycle for a full year. On-shift bargaining unit employees will select their F.L.S.A. days by March 31 of each year, starting with the most senior member and going down to the least senior member. This will enable us to maintain our two hundred (200) hours in the twenty-seven (27) day cycle. F.L.S.A. days may be changed or exchanged with more than forty-eight (48) hours of notice, unless it creates overtime, subject to approval of the Fire Chief or his/her designee. Criteria set forth under Shift Exchange, Article 25 shall be applied. F.L.S.A. day requests shall have priority over all other leaves.

31.9 On-shift bargaining unit employees will be granted time to rest during each twenty-four (24) hour work period requiring them remain available to respond to the needs of the department without delay. Normally, the hours to provide this rest time will be as follows: 4:30 p.m. to 7:00 a.m. on weekdays; 12:00 p.m. to 7:00 a.m. on Saturdays; and upon completion of routine duties, scheduled activities and prior authorization of the shift commander on Sundays and Holidays.

31.10 Overtime procedures for staffing and special events/activities shall be established in accordance with the Department’s established policies and procedures.

ARTICLE 32 - JOB SECURITY

32.1 The city warrants that, for the life of this contract, there will be no transitioning (i.e. to the County or private services) of Fire Services.

ARTICLE 33 - BEREAVEMENT LEAVE

33.1 In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at the funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

33.2 The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

33.3 A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 33.1. Bereavement leave will start the following day.

ARTICLE 34 - JURY DUTY/VOTING

34.1 Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

34.2 Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

34.3 Under special circumstances members of the bargaining unit who are registered to vote will be allowed sufficient time off via vacation leave to vote in local, state, and national elections, as long as level of service is maintained and there is no additional cost to the City. Notice to participate in the voting process shall be provided to the District Chief or his/her designee one (1) shift prior to Election Day.

34.4 Bargaining unit employees shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror or to participate in the voting process.

ARTICLE 35 - VACATION

35.1 Vacation leave is a planned absence. Therefore, bargaining unit employees must request and have **prior** approval from their supervisor in order to take vacation. Supervisory approval of vacation requests shall be based on factors including, but not limited to operational needs, activities and workload, timeliness of request; available accrued vacation time, etc.

35.2 Shift employees are entitled to vacation with pay as follows:

Years of Service	# of Shifts
1 – 5	8
6 – 10	9
11 – 15	10
16 and over	12

35.3 Non-Shift employees are entitled to vacation with pay as follows:

Years of Service	Hours per Year
1 – 5	88
6 – 10	104
11 – 15	128
16 and over	152

First choice vacation requests for the year must be submitted to the Shift Commander by March 31, and run consecutively (they may include FLSA Days throughout). Vacation requests will be considered on the basis of seniority, consistent with the needs and requirements of the department.

35.4 Any other vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours based on a first come basis. The City will make every effort to meet the written request; however, the needs of the department will be given first consideration.

35.5 Vacation requests less than twenty-four (24) hours in advance may be granted by the District Chief on Duty, subject to the operational needs of the department at that time including but not limited to:

A. The bargaining unit employee reports to his/her duty station in uniform and ready to work;

B. One or more of the three (3) leave slots set forth in Article 31.2 are not being used for any part of the shift.

C. Does not result in a downgrade in the level of service from ALS to BLS.

D. Overtime is not created.

35.6 Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

35.7 Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

35.8 In the event that an employee covered by this Agreement dies, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

35.9 If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

ARTICLE 36 - SICK LEAVE

36.1 On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Non-shift bargaining unit members receive eight (8) hours per month. Accrual is unlimited.

36.2 Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

36.3 Employees will notify their District Chief or designee at least one (1) hour before the start of their scheduled shift. Failure to provide sufficient notification shall result in disciplinary action.

36.4 A physician's note may be required of the employee in order to utilize sick leave to cover lost time from work if more than two (2) consecutive shifts, or if there is a pattern of abuse. Abuse of sick leave may be grounds for progressive discipline.

36.5 Bargaining unit employees shall have the option of participating in the City's Sick Leave Incentive Programs under the same terms as the City's general employees.

36.6 Sick leave will be paid, as follows, in the event of termination by:

1. **Resignation** Twenty percent (20%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. **Normal Retirement** (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 66 2/3% of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. **Disability Retirement** (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. **Death** - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate as normal retirement.

36.7 For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

36.8 Every member of the bargaining unit who becomes pregnant shall be entitled to a leave of absence consistent with State and Federal laws.

ARTICLE 37 - HOLIDAYS

37.1 The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)
11. Employee's Birthday – employee will take his birthday off within 30 days.

37.2 Bargaining unit employees on-shift will be paid in the September timeframe at the end of each fiscal year for the first ten above listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Bargaining unit employees who are working a modified shift (light duty) or workers compensation will receive time off with pay for the holiday. If a bargaining unit employee is not employed, is working a modified shift (light duty) or workers compensation, or is

on leave of absence at a time of reimbursement, the employee's pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours.

ARTICLE 38 - PERSONAL LEAVE, NON-PAID

38.1 The Fire Chief or his/her designee may allow each member of the bargaining unit up to six (6) shifts per year personal leave for reasons not covered by Articles in this Agreement. This time is non-paid and non-cumulative.

38.2 Due consideration will be given to requests for personal leave without pay in line with the requirements of the Department. However, it is understood the final decision on such matters shall be made by the Fire Chief.

ARTICLE 39 - UNION BUSINESS

39.1 The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to Union office may be afforded time off with pay to perform their Union functions subject to **prior** approval of the Fire Chief, or his/her designee. This will be limited to the President and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.2 Two (2) members of the Union negotiating team may be allowed to attend meetings which shall be mutually set by the City and the Union without loss of pay or applicable benefits.

39.3 The President of the Union or his/her designee may be allowed time off with pay to attend any and all meetings of the City Council, as long as this does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.4 All provisions of this Article require the **prior** approval of the Fire Chief, or his/her designee.

39.5 Union business will be considered as one (1) of the three (3) leave slots, as outlined in Article 35.5.

39.6 The Union shall be provided 144 hours per fiscal year for union business annually for union business not specifically outlined above. Time off for pension related business will not be considered union business under this article. Such hours off need to be requested, in writing, to the Fire Chief in advance, like vacation time, and are subject to 39.5 above.

ARTICLE 40 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

40.1 The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

40.2 All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

40.3 Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

40.4 The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

40.5 Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

40.6 Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

40.7 In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour work week while working a modified Monday through Friday schedule.

ARTICLE 41 - PENSION

41.1 Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on September 30, 2018, or upon implementation, whichever is later (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of

age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve ($550,678.25 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the Plan.

The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $1,720,919; UAAL = $8,546,033]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 42 - EDUCATION

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 The City agrees to sponsor up to six (6) employees for Paramedic School for the duration of this Contract. The reimbursement shall be no less than fifty percent (50%) per employee. In the event the employee leaves employment within three (3) years of receiving the reimbursement, the paramedic school payment will be repaid at one hundred percent (100%). The Union and Fire Chief shall mutually agree on a department SOP for the paramedic sponsorship within ninety (90) days of ratification of this Contract.

ARTICLE 43 - RESERVED

ARTICLE 44 - PHYSICAL FITNESS PROGRAM

44.1 Bargaining unit employees may participate in exercise or work out activities while on duty as approved by the Fire Chief or his designee. Any injuries sustained while on duty shall be considered job related injuries.

44.2 Employees are expected to remain at their daily assigned stations when participating in fitness activities. If for some reason there is a need to move to another location, prior authorization by the Fire Chief or his designee must be obtained. Approval shall be based on the needs and activities of the Department.

44.3 The City and Union will form a physical fitness committee, consisting of two (2) members from the Union appointed by the President and two (2) members from the City.

ARTICLE 45 - DRUGS AND ALCOHOL

45.1 The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

45.2 Employees may request Union representation during any of the testing procedures.

45.3 The City will implement a Drug Testing Policy, with the input and approval of the Union, within sixty (60) days of the ratification of this agreement. If a City Policy is not agreed to and implemented within this time period described, either party may open this article for renegotiation. The Union is in agreement with the City's Drug Free Workplace Policy being implemented with the effective date of October 1, 2018.

ARTICLE 46 - MEDICAL REQUIREMENTS FOR FIRE FIGHTERS

46.1 To ensure bargaining unit employees are medically capable of performing their required duties and reduce the risk of injuries and illness, bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

46.2 Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or designated Fit-for-Duty physician.

46.3 Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 47 - PERSONNEL REDUCTION

47.1 Reduction in force by layoff by job classification within the bargaining unit shall be in order of seniority, defined as the period of time employed within a classification, with the bargaining unit employee having the least seniority being laid off first. Should more than one employee have the same hire date, the first letter of their last name at the date of hire shall define seniority starting with the letter "A" to "Z". Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on. This shall define seniority for all applications during employment. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications and possessing less seniority. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

47.2 Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 48 - JOB DESCRIPTIONS

The members of the bargaining unit will perform duties as described in the Job Descriptions. (See Appendix A, B C, and D).

ARTICLE 49 - ENTIRE AGREEMENT

49.1 This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties, in a written and signed amendment to this Agreement.

49.2 This Agreement shall supersede any conflicting or inconsistent rules, regulations or practices.

49.3 Any and all written agreements, letters of understanding, and/or memorandum of understanding entered into by the City and the Union prior to the effective date of this Agreement shall be null and void unless specifically and expressly incorporated by written reference in this Agreement.

ARTICLE 50 - DURATION

50.1 This entire Agreement, unless specified within, shall become effective October 1, 2018 and remain in effect up to and including September 30, 2021. Only Article 41.5 will be reopened as stated in respective Article.

50.2 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, as specified above, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

50.3 Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

APPENDIX A - JOB DESCRIPTION: FIREFIGHTER (EMT)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved

equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an Emergency Medical Technician. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator

State of Florida Certified Fire Officer I

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge of basic emergency medical procedures and extrication techniques. Has sufficient knowledge of

street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX B - JOB DESCRIPTION: FIRE LIEUTENANT (EMT)

FIRE DEPARTMENT

GENERAL STATEMENT OF JOB

Under minimal supervision, performs supervisory and skilled firefighting and emergency response work in directing and coordinating activities of a company of firefighters on an assigned shift. Work involves training, instructing and disciplining subordinates; determining proper deployment of equipment in emergency response situations; and ensuring the proper maintenance of apparatus and equipment. Employee is also responsible for commanding emergency response operations until relieved of command by a superior officer. Employee is subject to the usual hazards of emergency response work. Reports to a District Chief.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Responds to emergency response alarms, determining equipment and personnel to be deployed and providing input into determining the route to be taken by the fire company; directs work of firefighters pending arrival of a superior officer, supervising laying of hose lines, placement of ladders and apparatus, direction of streams of water, ventilation of buildings, rescue of persons and salvage operations. Performs necessary emergency rescue work and patient care in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, oxygen delivery systems and other approved equipment. Assigns, directs and supervises company of firefighters in daily station routine, ensuring adherence to applicable City and department policies and procedures and contract; assists and advises subordinates, as necessary, resolving problems as

non-routine situations arise; ensures that the routine schedule for the day is followed by all assigned personnel; defines priorities and makes work assignments.

Supervises and assist with cleaning, inspection and return of equipment to station after emergency response operations; supervises cleaning and maintenance of department buildings, vehicles and equipment, and assists in requisition and distribution of personal equipment, tools, clothing, etc.

Participates and conducts training of subordinate firefighters in various facets of emergency response, including firefighting, emergency rescue, patient care, confined space and hazardous material response methods and techniques; prepares pre-fire plans for buildings and facilities. Prepares and administers tests for subordinates. Performs inspections as required.

Evaluates firefighters' performances during emergency and non-emergency response operations; evaluates performance of equipment and apparatus before, during and after emergency response operations; prepares and maintains associated reports for superiors.

Supervises and participates in testing of apparatus and equipment to ensure proper operational capacity.

Prepares and maintains various activity logs and reports; performs duties of District Chief in his/her absence.

ADDITIONAL JOB FUNCTIONS

Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community.

In the absence of a superior officer, conducts preliminary investigations into personnel accidents and equipment failures during emergency response operations; prepares reports and recommendations drawn from conclusions of such investigations, disciplines subordinates where necessary, including written and verbal reprimands. Recommends more severe disciplinary action

to superiors. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, when the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school or GED, Possession of a Certificate of Compliance as a firefighter from the Florida Bureau of Fire Standards and possess a current State of Florida EMT certification. 4 years of experience in firefighting and emergency response, with the City of Cocoa Fire Dept. Possession of a valid Florida's Driver's License. State of Florida Fire Officer I certification. Completion of Cocoa Fire Department Lieutenant class.

SPECIAL REQUIREMENTS

Must be on the current Driver/Operator List, once established.

PREFERRED TRAINING/EDUCATION REQUIREMENTS

Completion of State of Florida Fire Officer II certification and/or Associate's Degree in Fire Science or EMAS as recognized by the State of Florida for educational incentive pay (this will become a requirement in the future).

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including computers, typewriters, calculators, copiers, mechanic's tools and such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Must be physically able to

operate a motor vehicle. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons within the department.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet division goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Policy Implementation: Has a clear and comprehensive understanding of all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures. Adheres to all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures, in the discharge of duties and responsibilities and ensures the same from subordinate staff.

PERFORMANCE INDICATORS

Knowledge of Job: Has considerable knowledge of the principles, methods and equipment used in firefighting, fire prevention, patient care, rescue operation, confined space and hazardous material response. Has considerable knowledge of applicable laws and ordinances and of applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures. Has considerable knowledge of the operating characteristics and service requirements of firefighting equipment and apparatus. Has

considerable knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has considerable knowledge of street layout, block numbers, buildings and the locations of fire hydrants in the City. Has general knowledge of basic emergency medical procedures and techniques. Has satisfactory knowledge of modern techniques and methods of fire and emergency response administration with special attention to firefighting principles, practices, and procedures. Has sufficient knowledge of the principles and practices of municipal fire department organization and administration. Has sufficient knowledge of the current literature, trends and developments in the field of firefighting, patient care, emergency rescue, confined space and hazardous material response. Is able to plan, direct and coordinate the effective use of fire fighting and patient care equipment, apparatus and personnel. Is able to maintain discipline and respect of subordinates and to lead and command effectively. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to prepare and maintain routine work records and reports. Is able to train and instruct in modern firefighting and patient care principles, practices, and procedures. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX C - JOB DESCRIPTION: FIREFIGHTER (PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and Advanced Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved Advanced Life Support Equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports.

Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an State of Florida Paramedic (EMT-P),Current BLS, ACLS, PALS or Equivalent, BTLS or Equivalent. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator
State of Florida Certified Fire Officer I
State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication tools ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge of Advanced Life Support (ALS) emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX D - JOB DESCRIPTION: DRIVER/OPERATOR (EMT or PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

This is specialized work driving and operating heavy duty and/or specialized motorized vehicles for firefighting, rescue, or other fire department operations. Under minimal supervision, drives and operates associated equipment and apparatus; performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Safely drives fire apparatus, vehicles, and crew to and from dispatched emergencies, operates pumps, elevating ladders, booms, and other equipment assigned or relative to apparatus. Safely drives and operates fire apparatus and vehicles in non-emergency situations. Makes pumper hook ups as necessary: maintains proper pressures on hose lines: checks motors and operating unit during operations, and makes necessary adjustments or changes. Cleans apparatus, tools, and equipment after use and assures everything is in proper working condition and returned to proper

place. Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols and level of training (EMT or Paramedic); administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition (including warning lights, siren and related equipment) and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides

pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards.

Must hold current Certification as an Emergency Medical Technician and/or Paramedic

Two years of unbroken service as a firefighter in the Cocoa Fire Department

State of Florida Pump Operator Certification

Have successfully completed the Cocoa Fire Department Driver/Operator course

SPECIAL REQUIREMENTS

Possession of a valid Florida driver's license**.**

Current Emergency Vehicle Operator Certification (EVOC)

PREFERRED REQUIREMENTS

State of Florida Certified Fire Officer 1

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Sufficient knowledge in Fire Service Hydraulics and Aerial Operations. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Stays informed about sprinkler and standpipe connections in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is

able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX E - GRIEVANCE FORM
CITY OF COCOA/IAFF

Name: (Print)	
Job Title:	**Emp. ID #:**
Date of Alleged Violation:	
Policy/Section and/or Contract/Article Violated:	
Provide a Brief Description of the Grievance:	
Your Suggested Remedy:	
Grievant's Signature:	**Date:**
Union Rep's Signature:	**Date:**

Note: Prior to filing a written grievance, the Union and the aggrieved employees shall discuss verbally with management, the incident or the occurrence that gave rise to the grievance.

STEP 1 – Fire Chief: (Stamp received and give copy to the grievant or Union Rep.)	
Signature of Receiving Party:	**Date:**
STEP 2 – City Manager (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**
Referred to Arbitration (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**

SIGNATURE PAGE

CITY OF COCOA, FLORIDA

Henry U. Parrish, III
Mayor

John A. Titkanich, Jr.
City Manager

9/11/2018
Date

ATTEST:

Carie Shealy
City Clerk

Date: 9/11/2018

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416

Russell Sengel
President

Brian Ackerman
Vice-President

9/11/18
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416

This is an agreement between the City of Cocoa, hereinafter referred to as City, and the International Association of Firefighters, Local 2416, hereinafter referred to as IAFF.

In accordance with Article 4.1, this agreement is intended to document the City's and IAFF's mutual agreement to amend Article 28 Insurance and Article 29 Wages of the Collective Bargaining Agreement between the City and IAFF dated October 1, 2018 through September 30, 2021 as stated below (underlined type are additions and ~~strikeout~~ type are deletions to the CBA).

The City and IAFF agree to the following:

Article 28 - Insurance

28.1 The City will pay one hundred percent (100%) of the cost of the member's plan premiums, (up to the cost of the Core Plan), and fifty percent (50%) of the cost of the Core Plan for dependent premiums or other costs, providing sufficient revenues permit. For Fiscal Year 2020 and 2021, the City will absorb the cost of the dependent coverage increase on the health plan.

28.2 The City will pay one hundred percent (100%) of the cost of member's long-term disability coverage.

28.3 Health and hospitalization benefits for future retirees will be provided in accordance with City Resolution 95-27 and Resolution 2008-133, as may be amended by City Council.

28.4 The Union will be allowed to have a representative on any Advisory Committee formed to review Health and Hospitalization Insurance.

28.5 The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with thirty (30) days of notice of any proposed changes. Bargaining unit employees shall also be able to participate in the City's flexible spending plan on the same basis as other City employees.

ARTICLE 29 – WAGES

29.1 Effective October 1 of fiscal years 2019, 2020, and 2021, the City shall provide a three percent (3%) wage increase for bargaining unit members employed as of the ratification date of this Agreement. Pay grade minimums and maximums will be increased by three percent at the start of Fiscal Year 2021. ~~Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416

29.2 Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum for equivalent wage increase amount.

Classification	Firefighters	Driver/Operator	Lieutenants
Minimum	~~$35,594~~ 36,660	~~$43,394~~44,694.00	~~$54,106~~ 55,718
Maximum	~~$59,930~~ 61,724	~~$62,920~~64,818.00	~~$74,620~~ 76,856

Mutually agreed to on September 24, 2020

Signed: Brian Ackerman IAFF

Signed: City of Cocoa

Legislation Details (With Text)

File #:	20-675	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	9/29/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 08-2020 Lien Amnesty Program - 9-21-20 Draft.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2020
Agenda Date: October 13, 2020
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases.

BACKGROUND:

Members of city council expressed the desire to add a Lien Amnesty Program to the current City of Cocoa Code ordinance. Council was presented information gathered from the research of several operational programs currently being used in surrounding municipalities. Individual members of Council held discussions with the City Manager and Staff, regarding the information and requirements of the program for use in the city of Cocoa. With that direction staff working with the City Attorney's office drafted the proposed ordinance for the program which is contained in this agenda item.

The proposed Lien Amnesty Program will allow for an administrative reduction of outstanding liens which are outlined in the ordinance. Once it is determined that the current lien meets the criteria outlined in the ordinance the applicant would need to fill out an application and submit it to City of Cocoa Police Department Code Enforcement Division. Once processed and approved a lien reduction as outlined in the ordinance would be applied. This would allow the applicant to pay the reduced amount and remove the lien from their property in a much shorter time-frame. Upon

adoption staff will work with the City Attorney's office to develop the application paperwork necessary.

The Ordinance requires that the Council establish the initial duration of the amnesty program which will be codified in the City Code. Extensions and new durations can be established by Council thereafter by Resolution. Staff recommends an initial duration of no more than 18 months from the effective date of the Ordinance, and thereafter, Council can reevaluate the program at that time and whether an extension should be adopted.

STRATEGIC PLAN CONNECTION:

Image, Economic Development, and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The lien Amnesty program was brought to City Council and was tabled to allow for staff to make changes.

RECOMMENDED MOTION:

Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases.

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ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 6, ARTICLE II OF THE CITY CODE, RELATING TO CODE ENFORCEMENT; CREATING A NEW LIEN AMNESTY PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to create a new limited-duration Lien Amnesty Program, which provides an incentive for property owners to bring their properties into compliance with the City Code by offering a quick method to receive code enforcement lien reductions and releases of lien; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 6, Article II, Division 1 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 6, Article II, Division 1. It is intended that the text in Chapter 6, Article II, Division 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

CHAPTER 6 – BUILDINGS, CONSTRUCTION AND PROPERTY REGULATIONS

*** * ***

ARTICLE II. – CODE ENFORCMENT

*** * ***

DIVISION 1. – GENERALLY

*** * ***

Section 6-707.5. – City Lien Amnesty Program.

(a) *Creation of Lien Amnesty Program.* In addition to the procedures established in Section 6-707 above, related to satisfaction or release of code enforcement liens, the City Council intends to create a City of Cocoa Lien Amnesty Program, which shall operate as a supplementary method for certain eligible property owners with code enforcement liens affecting their property to come into compliance with the City Code, to obtain a quick reduction of their unpaid liens, and to obtain a release of lien from the City.

(b) *Eligible Liens for Reduction and Release.* Where a certified copy of an order imposing a penalty or fine, as described above in Section 6-705, has been recorded in the public records and has become a lien against the land and/or property, an eligible property owner may apply for participation in the Lien Amnesty Program to reduce and release the lien, except as otherwise provided in this Section. The Lien Amnesty Program is designed solely for reduction and release of code enforcement liens, except that nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions shall not be reduced and must be paid in full upon submittal of an application for participation in the Lien Amnesty Program. Utility liens are not eligible for reduction and release under the Lien Amnesty Program.

(c) *Program Duration.* The Lien Amnesty Program shall operate on a limited-duration basis, from _____ to _____, and as either extended or renewed at times designated by resolution adopted by the City Council.

(d) *Eligibility of Property Owners.* Property owners seeking to participate in the Lien Amnesty Program shall meet the following criteria:

(1) The property owner must have brought the property for which an application is submitted into compliance with all City Codes and Ordinances for which a violation was found by the code enforcement board, as determined by an inspection of the property by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such property.

(2) The property owner must have brought other properties owned in the City into compliance with all City Codes and Ordinances for which a violation has been found by the code enforcement board, as determined by an inspection of the properties by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such properties.

(3) The property owner may not be the respondent in a pending foreclosure action instituted by the City.

(4) The property for which an application is submitted must be used as either a single-family residence, townhome or individually-owned condominium, except that owners of such properties are not eligible if the property is currently the subject of a rental agreement. Vacant, multi-family residential, and homeowner's association or condominium association commonly-owned properties are not eligible for participation in the Lien Amnesty Program.

(5) Where the code enforcement board has found a repeat violation, the property owner shall not be eligible for participation in the Lien Amnesty Program. A "repeat violation" shall be defined as provided in section 162.04, Florida Statutes, as adopted or hereafter amended.

(6) The property owner must be current on their property taxes.

(e) *Procedure for Participation in Lien Amnesty Program.*

(1) The property owner must submit an application for participation in the Lien Amnesty Program to the City of Cocoa Police Department, Code Enforcement Division. The application shall be accompanied by an administrative fee established by the City Manager, which shall offset the City's costs associated with releasing an eligible lien and other city administrative costs for the Lien Amnesty Program. The application shall also be accompanied by a cashier's check or money order made payable to the City of Cocoa for all of the City's liens for repair and abatement costs that remain outstanding. This amount may be obtained by consulting with the City's Code Enforcement staff prior to submitting an application. For properties with multiple liens, a single application and administrative fee may be submitted, but the reduced lien amount to be paid shall be separately calculated for each lien in accordance with the formula established in subsection (f) below. Application forms may be obtained from the City of Cocoa Police Department, Code Enforcement Division. The application shall contain the following information:

a. Code Enforcement Case Number;

b. Property address or Tax Parcel ID number associated with the lien and owner address and contact information;

c. A list of all other property addresses or Tax Parcel ID numbers for other properties owned by the property owner in the City; and

d. Whether the City Code Enforcement staff has inspected the property and determined that the property is in compliance and date of compliance inspection.

(2) Upon reviewing the application and making an initial determination that the property owner and liens requested to be reduced appear to be eligible for participation in the Lien Amnesty Program, Code Enforcement staff shall schedule an inspection of properties owned by the property owner in the City with either code enforcement liens currently attached, if code enforcement has not already determined the violations to be in compliance, or with pending code enforcement or nuisance cases on the properties.

(3) If the property owner is found to be in compliance, Code Enforcement staff shall notify the property owner of the reduced lien amount that must be paid, in accordance with the formula established in subsection (f) below, in order for the City to release the lien. The property owner must submit the reduced lien payment within 30 days of the Code Enforcement staff mailing the notification. Upon receipt of the payment, the City Manager or his or her designee shall record a release of lien in the official records. Should the property owner fail to make the payment, the property shall remain subject to the full value of the code enforcement lien, except that any nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions may be released or partially released to the extent that they were paid upon submittal of the application for participation in the Lien Amnesty Program.

(f) *Calculation of lien reductions.* The following formula shall be used to determine the reduced lien amount that must be paid in order to release the code enforcement lien. Should the City Council desire to renew the Lien Amnesty Program in the future, the City Council may adjust the formula as it deems necessary in its resolution renewing the Program.

(1) Liens recorded between January 1, 2000 and December 31, 2012, the lesser of a 90 percent reduction or $2,500.00, plus the City's administrative costs associated with the code enforcement case.

(2) Liens recorded between January 1, 2013 and December 31, 2019, the lesser of a 95 percent reduction or $2,000.00, plus the City's administrative costs associated with the code enforcement case.

(3) Liens recorded on or after January 1, 2020, the reduced lien payment shall be solely the City's administrative costs associated with the code enforcement case.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-629	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/17/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC Executed Agreement.pdf B-14-07-COC 2019 renewal.pdf B-14-07-COC 2016 Contract Modifications.pdf B-14-07-COC Bid Document.pdf Ace Flow COI Exp 6-11-21 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2020
Agenda Date: October 13, 2020
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections within the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers.

In May 2014 City Council awarded Bid No. B-14-07-COC, "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices. The contractor was issued a

purchase order and commenced work on commercial backflows in July 2014. Subsequently, City Council approved the continuation of work with Ace Flow Control annually since FY 2015. During FY 2021, Ace Flow Control will continue to focus on the testing, repair, and replacement of commercial/high hazard devices and completing the residential surveys/testing.

In March 2019 City Council approved the second, and final, of the two-year renewals of Bid No. B-14-07-COC, with Ace Flow Control, Longwood, Florida, commencing on May 13, 2019 through May 12, 2021.

WFO budgeted $680,000 in FY 2021 for the Cross Connection Control technical field services. The current bid terminates on May 12, 2021. Since the contact will expire in the upcoming fiscal year, the Utilities Department will only authorize $450,000 of the budgeted amount of $680,000 to Ace Flow Control. The City is in the process of completing a new RFQ for these services and once the bid is complete and the vendor is awarded with the new bid, WFO will return to City Council for approval of the remaining $230,000 for CCC technical field services through the end of the fiscal year.

At this time, Utilities Department staff requests approval of Cross Connection Control (CCC) technical field services provided by Ace Flow Control, Longwood, Florida up to the budgeted amount of $45 0,000 through May 12, 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$450,000
Account Number:	421-4025-536.46-00
Account Name:	Repairs & Maintenance
Project Number:	WS13BC

PREVIOUS ACTION:

In May 2014 City Council awarded Bid No. B-14-07-COC, “CCC Program Services” to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014 City Council approved the Continuation of Work for FY 2015 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2015 City Council approved the Continuation of Work for FY 2016 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2016 City Council approved the Continuation of Work for FY 2017 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2017 City Council approved the Continuation of Work for FY 2018 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2018 City Council approved the Continuation of Work for FY 2019 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2020 City Council approved the Continuation of Work for FY 2020 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

To Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021.

Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT - The Contractor will be required to commence work under this contract within sixty (60) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. Not Applicable. **PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ __0_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. Not Applicable. **ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for

the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

BID NO B-14-07-COC
CROSS CONNECTION CONTROL (CCC)
TECHNICAL FIELD SERVICES

This Final Amendment to the purchase agreement for **Cross Connection Control (CCC) Technical Field Services** is made and entered into as of April 10, 2019 by and between the **City of Cocoa** and **Nils Humberg Enterprises, LLC. DBA Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida 32750.**

The original agreement entered into on May 13, 2014 is hereby amended to renew for the final renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on May 13, 2019 and terminating on May 12, 2021.

The parties hereto duly execute this FINAL Amendment to become effective as of the date and year first above written.

Nils Humberg Enterprises, LLC. DBA Ace Flow Control	**CITY OF COCOA**
By: NILS HUMBERG	**By:** Jake Williams Jr.
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
Signature 03.27.19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Chris M. Collier, Water Field Operations Manager
Tammy Eastburn, Procurement Card Coordinator

SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.

2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.
4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.
5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The

Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.

e. List of outstanding Contractor invoices.
f. List of outstanding Contractor issues awaiting WFO resolution.
g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor ~~shall~~ may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor ~~shall~~ may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.

16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City ~~shall~~ may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost

2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
21	All	6	3	$1,540.00	$4,620.00
22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa ~~shall~~ may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

NILSHUM-01 DKRAMER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2020

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

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

PRODUCER License # L094577
Seeman Holtz Property & Casualty, LLC
521 East SR 424
Longwood, FL 32750

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 682-6800 FAX (A/C, No):
E-MAIL ADDRESS: longwoodcsr@seemanholtzpc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Insurance Company(Bristol West)	33120
INSURER B : Ascendant Commercial Insurance	13683
INSURER C : Markel Insurance Company	38970
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nils Humberg Enterprises LLC
845 Waterway Pl
Unit 101
Longwood, FL 32750-3564

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		SES1791279 00	6/11/2020	6/11/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS			CA-52277-0	3/11/2020	3/11/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		MWC0083046-06	8/13/2020	8/13/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an additional insured as respects to General Liability. REference to Bid No. B-14-007-COC

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Debbie Kramer

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Legislation Details (With Text)

File #:	20-674	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/29/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	18-B-021-NC - Diesel Gasoline & Fuel Oils - SIGNED RENEWAL.pdf ITB 18-B-021-NC - Approximate Annual Usage Totals Attachment B.pdf ITB 18-B-021-NC - Diesel, Gasoline & Fuel Oils.pdf ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils Web Packet.pdf 20200929134520904.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2020
Agenda Date: October 13, 2020
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term.

BACKGROUND:

On November 21, 2017 the School Board of Brevard County voted to award Glover Oil Company ITB contract #18-B-021-NC through an open bidding process. The contract duration was for three (3) years beginning on November 21, 2017 with one (1) two-year extension option. This contract extension option was exercised, and the contract was renewed until November 21, 2022 and a continuance of services rendered since execution of the original terms and conditions.

The fuel contract pricing is based on the daily OPIS (Oil Price Information Service) through the

awarded vender Glover Oil Company of Melbourne Florida**.**

This contract will be used to continue procurement of inventoried and non-inventoried gasoline, diesel & fuel oils for the City of Cocoa Vehicles, Equipment, Generators and Pumps for City of Cocoa Departments / Divisions in General, Water/Sewer and Stormwater Funds.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A
Department - 5230 Fuel accounts fuel purchased for inventory will be purchased the Cocoa Fleet Warehouse building GO inventory account number 001-0000-141.20-00
Department / Division Fuel Accounts
001-1103-516.52-30 Information Technology - $450
001-1600-513.52-30 General Fund - $802
001-2100-521.52-30 Cocoa Police - $124,442
001-2132-524.52-30 Code Enforcement - $1,224
001-2200-522.52-30 Fire Administration - $2,291
001-2201-522.52-30 Fire Operations - $24,508
001-3200-515.52-30 Community Services - $1,790
001-3500-519.52-30 Public Works Administration - $606
001-3510-541.52-30 Public Works Streets - $10,705
001-3520-572.52-30 Public Works Beatification - $26,197
001-3540-519.52-30 Public Works Fleet Management - $2,120
001-3560-519.52-30 Public Works Facility Management - $8,070
001-3580-519.52-30 Pubic Works Capital Projects - $504
107-3200-515.52-30 Community Services / Building - $1,790
421-1515-536.52-30 Field Services Meter Readers - $45,968
421-4010-536.52-30 Water Sewer Administration / lab - $5,983
421-4020-536.52-30 Dyal Water Treatment Facility -$90,096. This department does a PO for Fuel as it is a remote site and has its own fueling tanks for Generators
421-4025-536.52-30 Water Field Operations - $110,313
421-4055-536.52-30 Engineering - $5,628
421-4120-536.52-30 Sellers Water Reclamation Facility - $18,762
421-4125-536.52-30 Sewer Field Operations - $30,696
423-3570-538.52-30 Public Works Storm Water - $7,224
Total - $520,169

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term.

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School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

Brevard Public Schools

September 18, 2020

Ken Marshall
Glover Oil Company
3109 South Main Street
Melbourne, Florida, 32901

Email: ken@gloveroil.com

RE: BID RENEWAL REQUEST
18-B-021-NC – Diesel, Gasoline & Fuel Oils

Dear Mr. Marshall:

Our current contract with your firm expires on November 21, 2020. Pending your approval, we would like to renew this contract for an additional two (2) year period. The bid's terms and conditions allow for one (1) two (2) year renewal of the contract under the same terms and conditions if agreeable to both parties.

The two-year renewal period would begin on November 22, 2020 and expire on November 21, 2022. If you are agreeable to renewing the contract, please sign electronically below and return to the email listed below by September 25, 2020 so we may ensure the contract continues uninterrupted.

Please contact Wil Henzmann, Senior Buyer, at 321-633-1000, ext. 11623 or by email at henzmann.william@brevardschools.org if you should have any questions. Thank you for your past services, and we look forward to working with you in the future.

Sincerely,

Kristine Rodriguez, MBA, CPPO, CPPB
Director of Procurement & Distribution Services

Glover Oil Company agrees to a **two-year** renewal of **ITB # 18-B-021-NC** until **November 21, 2022**. The terms and conditions of the bid remain in full force and effect except for the term, which is renewed by this letter.

_____	Ken Marshall	9/23/2020
Signature	Printed Name and Title	Date

Attachment "B"
Agency Listing

Entity	Location	Tank Qty.	Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
Brevard County Board of County Commissioners	Fire Station 2475 2476 Taylor Avenue Mims,FL	1				500	
	North Area Road & Bridge 2675 Flake Road Titusville, FL	2			12,000	12,000	
	District 2 Road & Bridge 555 Cone Road Merritt Island, FL	2			12,000	12,000	
	South Area Road & Bridge 4690 N. Wickham Road Melbourne, FL	2			10,000	10,000	
	Central Area Stores 3850 Lakes Drive Cocoa, FL	2			10,000	10,000	
	Solid Waste Stores 2250 Adamson Road Cocoa, FL	3			5,000	12,000 12,000	
	Fire Station 26 6655 Carole Avenue Cocoa, FL	1				500	
	Detention Center 860 Camp Road Cocoa, FL	1			2,000		
	3/5 Road & Bridge 6170 S.E. Babcock Street Palm Bay, FL	2			8,000	12,000	
	Spessard Holland Golf Course 2374 Oak Street Melbourne, FL	2			8,000	8,000	
	Parkway Complex 700 Park Avenue Titusville, FL	2			12,000	8,000	
	Fire Station 40 6400 Tropical Trail Merritt Island, FL	1				500	
	Fire Station 41 300 Alma Blvd Merritt Island, FL	1				500	
	Fire Station 86 301Barefoot Blvd. Barefoot Bay, FL	1				500	
	Government Center 2725 Judge Fran Jamieson Way, Viera, FL	1			10,000		
	Fire Station 65 7400 S. A1A Melbourne, FL	1				500	
	Fire Station 63 2602 N. A1A Indialantic, FL	1				500	
	Fire Station 82 109 NW Pine Street West Melbourne, FL	1				500	
	Mosquito Control - North 800 Perimeter Road Titusville, FL	2			10,000	2,000	
	Mosquito Control - South 2870 Greenbrook Street Valkaria, FL	2			10,000	250	
	Fire Station 21 4940 U.S. Hwy 1 Mims, FL	1				500	
	Fire Station 29 3950 Canaveral Groves Blvd., Cocoa, FL	1				500	
	Fire Station 47 7225 Murrell Road Viera, FL	1				500	
	Fire Station 62 299 Sea Park Blvd. Satellite Bch, FL	1				500	
	Fire Station 81 4630 Lake Washington Road Melbourne, FL	1				500	
	Fire Station 87 2855 Valkaria Road Grant/Valkaria, FL	1				500	

Attachment "B"
Agency Listing

Entity	Location	Tank Qty.	Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
Brevard County Board of County Commissioners (Continued)	Fire Station 48 5550 Porada Drive Viera, FL	1				500	
	Transit Services Central Terminal 401 S. Varr Avenue Cocoa, FL	2			1,000	10,000	
	Transit Services South Terminal 460 S. Harbor City Blvd. Melb., FL	2			1,000	10,000	
	ESTIMATED YEARLY USAGE IN GALLONS				**511,580**	**434,596**	
	TOTAL TANKS	**42**					
Canaveral Port Authority	9020 Pompano St Cape Canaveral, FL 32920	2			47,500	7,000	
	Generators at Various Bldgs						7,000.00
	STS Cargo Cranes						20,000.00
	ESTIMATED YEARLY USAGE IN GALLONS				**47,500**	**7,000**	**29,000**
	TOTAL TANKS	2			**1**	**1**	
City of Cocoa	Fleet Management 301 Shearer Blvd.	6	300		10,000 12,000	2,500 10,000	150
	Police Station 1226 W. King Street	1					2,000
	Water Field Operations 351 Shearer Blvd	1					2,000
	City Hall / EOC 65 Stones St	1					2,000
	Fire Station #1 114 First St	1					150
	Fire Station #2 113 S. Fiske Blvd	1					150
	Public Works 301 Wilson St	1					150
	Seller Water Reclaim 375 N. Cocoa Blvd.	10					2,500 2,000 300 (4 Ea.) 150 (4 Ea.)
	Dyal Water Treatment 28400 St. Road 520	23			2,000	500	10,000 (4 Ea.) 1,000 (3ea) 2,000 3,000 4,000 850 (9 Ea.) 500 (3ea)
	ESTIMATED YEARLY USAGE IN GALLONS		**2,500**		**208,900**	**52,500**	**133,540**
	TOTAL TANKS	**45**					
City of Cocoa Beach	City Garage 1600 Minuteman Causeway	3	550		10,000	4,000	
	ESTIMATED YEARLY USAGE IN GALLONS		**323**		**68,786**	**14,128**	
	TOTAL TANKS	**3**					
City of Melbourne	Fire Station 71 865 W Eau Gallie Blvd.	2				1,000	250
	Fire Station 72 2937 Sarno Road	1				150	
	Fire Station 73 1530 Tower Access Rd	1				350	
	Fire Station 74 1500 S. Hickory Street	1				400	
	Fire Station 75 151 E. University Blvd.	2				1,000	150
	Fire Station 76 2470 Croton Road	2				310	150
	Fire Station 77 3721 Wickham Road	1				350	
	Fire Station 78 850 Eber Road	1				350	
	Fleet Management 2901 Harper Road	3			12,000	12,000	250
	Crane Creek GC 475 W. New Haven Afe	1					150
	Mallard Landing GC 2750 Lake Washington	1					150
	Police 650 N Apollo Blvd.	1					1,000
	Police 701 S. Babcock Street	1					500
	Lift Station 7 Cedarwood Drive	1					250
	Lift Station 9 Laurie & Lynn	1					250
City of Melbourne (Continued)	Lift Station 10 976 Bell Avenue	1					500
	Lift Station 11 Yount Street	1					160

Attachment "B"
Agency Listing

Entity	Location	Tank Qty.	Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
	Lift Station 14 3277 Elm Terrace	1					150
	Lift Station 15 2301 Sarno Road	1					500
	Lift Station 21 North Pineapple Avenue	1					250
	Lift Station 23 1375 Eau Gallie Blvd.	1					500
	Lift Station 24 Fountainhead & Wickham	1					350
	Lift Station 26 2811 Pineapple Avenue	1					160
	Lift Station 28 S. Dairy Road	1					160
	Lift Station 29 Aurora & Marywood	1					250
	Lift Station 33 John Rhodes & Eau Gallie	1					250
	Lift Station 37 C Avenue	1					250
	Lift Station 38 NASA & Railroad Track	1					250
	Lift Station 39 699 Espanola Way	1					250
	Lift Station 40 Crown Boulevard	1					250
	Lift Station 42 Shenandoan	1					150
	Lift Station 43 Front Station	1					250
	Lift Station 46 3915 Wickham Road	1					250
	Lift Station 48 Parkway Meadows	1					250
	Lift Station 49 Sun & Green	1					160
	Lift Station 53 Cayman & Largo	1					250
	Lift Station 55 North Steward Road	1					500
	Lift Station 58 3455 Sparrow Court	1					150
	Lift Station 59 Lansing Ridge	1					250
	Lift Station 61 2800 N Wickham Road	1					160
	Lift Station 65 Robinhood Drive	1					500
	Lift Statoin 69 Bay Meadows	1					250
	Lift Station 73 Meadow Lakes	1					250
	Lift Station 74 Cascades	1					250
	Lift Station 76 Magnolia Lakes	1					160
	Lift Station 77 Forest Creek	1					160
	Lift Station 78 Spring Creek	1					160
	Lift Station 82 1251 Oak Street	1					60
	Lift Station 84 4440 Preserve Drive	1					160
	Lift Station 92 2205 Grant Place	1					240
	1019 Gen 2891 Harper Road	1					250
	1019A Gen 2881 Harper Road	1					250
	1019B Gen 2885 Harper Road	1					680
	1019C Gen 2889 Harper Road	1					150
	North Booster Station McGraw Avenue	1					2,000
	Actiflo WTP 6055 Lake Washington	1					15,000
	Pineda Booster Station 2935 Pineda Cswy	1					4,100
	Canova Booster Station Wallace Avenue	1					1,000
City of Melbourne (Continued)	Press Building 6055 Lake Washington	1					1,500
	North Raw Pump Access Well Site #1&2	1					1,000

Attachment "B"
Agency Listing

Entity	Location	Tank Qty.	Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
	Portable Gen A 6055 Lake Washington	1					150
	Portable Gen B 6055 Lake Washington	1					150
	Portable Gen C 6055 Lake Washington	1					150
	Portable Gen D 6055 Lake Washington	1					280
	North Raw Portable 6055 Lake Washington	1					75
	Press Portable 6055 Lake Washing	1					75
	Reverse Osmosis Plant 5980 Lake Washing	1					20,000
	Well 3 6055 Lake Washington	1					5,000
	SWTP Admin 6055 Lake Washington	1					2,000
	D.B. Lee Water Reclaim 835 N. Apollo Blvd.	2					10,000
	Grant Street Water Reclaim 2300 S. Grant Street	5					500
	City Hall Generator 900 E. Strawbridge Avenue	1					1,800
	Police Portable 701 S. Babcock Street	1					75
	Facilities Portable 2901 Harper Road	1					75
	ESTIMATED YEARLY USAGE IN GALLONS				**175,000**	**75,000**	**55,000**
	TOTAL TANKS	**84**					
City of Palm Bay	Support Services Building 1750 N. Main Street	2			8,000	4,000	
	Public Works 1050 Malabar Road	3			15,000 15,000	15,000	
	ESTIMATED YEARLY USAGE IN GALLONS		**2,500**		**208,900**	**52,500**	**133,540**
	TOTAL TANKS	5					
City of Rockledge	1700 Jack Oates Blvd Rockledge, FL	2			10,000	10,000	
	ESTIMATED YEARLY USAGE IN GALLONS				**65,528**	**89,235**	
	TOTAL TANKS	**2**					
The School Board of Brevard County	1500 Draa Road Titusville, FL	3			2,000	6,000 10,000	
	3200 Monroe Street Melbourne, FL	2			10,000	20,000	
	2091 W. King Street Cocoa, FL	3			6,000	10,000 10,000	
	288 W. Merritt Avenue Merritt Island, FL	1				6,000	
	1815 Mathers Street Eau Gallie, FL	2			2,000	10,000	
	52 Holland Court Satellite Beach, FL	2			2,500	8,000	
	1254 S. Florida Avenue Rockledge, FL	2			10,000	6,000	
	2175 Degroodt Road SW Palm Bay, FL	2			1,000	10,000	
	3425 Solerno Blvd. Viera, FL	2			3,000	10,000	
	ESTIMATED YEARLY USAGE IN GALLONS				**208,621**	**803,865**	
	TOTAL TANKS	**19**					
			Premium Unleaded 93	**Mid-Grade Unleaded 89**	**Regular Unleaded 87**	**Over Road Diesel Fuel**	**Off-Road Diesel Fuel**
	TOTAL ESTIMATED ANNUAL USAGE:		**5,323**	**0**	**1,494,815**	**1,528,824**	**351,080**

Brevard County · Canaveral Port Authority · Cape Canaveral · Cocoa · Cocoa Beach · Melbourne · Melbourne Beach · Palm Bay · Rockledge · School Board of Brevard County · Titusville

Brigitte Bache, Chairperson
Sonja Hamilton-Suarez, *Vice Chairperson*
Chris Zecman, *Secretary*

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 9-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead entity". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating entities referenced in this award must be brought to the attention of the lead entity.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this solicitation award. However, other Brevard County Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity. New Brevard County Public Entity Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

1. PURPOSE

The School Board of Brevard County, Florida is soliciting annual bids for the annual purchase of Diesel, Gasoline, and Fuel Oils on a continuing basis to be purchased on an as needed basis by the following Brevard County Public Entity Cooperative participants:
Brevard County Board of County Commissioners
Brevard County School Board
Canaveral Port Authority

City of Cape Canaveral
City of Cocoa
City of Cocoa Beach
City of Melbourne
City of Melbourne Beach
City of Palm Bay
City of Rockledge
City of Titusville

Estimated annual quantities are provided for Brevard County and CO-OP participants. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement. All quantities represent good faith estimates made by the CO-OP group.

SUBMIT TO: **The School Board of Brevard County, Florida** **Office of Purchasing & Warehouse Services, Pod 8, Room 802** **2700 Judge Fran Jamieson Way** **Viera, FL 32940-6601**	 # INVITATION TO BID AN EQUAL OPPORTUNITY EMPLOYER www.brevardschools.org Date issued: **August 25, 2017**
CONTACT PERSON: **Nick Canjar, Buyer II**	
Telephone #: 321-633-1000 Ext. 623 Fax #: 321-633-3618	

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Diesel, Gasoline, and Fuel Oils	**18-B-021-NC**	**2:00 P.M. September 26, 2017**
PRE-BID CONFERENCE - DATE, TIME AND LOCATION: **September 7, 2017** E.T. Front Conf Rm (904A) 2700 Judge Fran Jamieson Way, Viera, FL 32940 –See page 14		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this ITB.):	Florida Division of Corporation Document Number:
MAILING ADDRESS:	I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the respondent, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.
CITY – STATE – ZIP:	X _____ Authorized Signature
TELEPHONE NO:	_____ Typed Name
FAX NO:	_____ Title Date
FEDERAL ID NO. OR SOCIAL SECURITY NO.	_____ Email Address

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
GENERAL CONDITIONS AND INSTRUCTIONS
*** * * * PLEASE READ CAREFULLY * * * ***

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School Board of Brevard County Office of Purchasing & Warehouse Services prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Office of Purchasing & Warehouse Services after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER**: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.

4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statute. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure. Effective July 1, 2013, the Florida Legislature enacted Florida Statute 119.0701. This statute requires that all contractors shall comply with Florida's public record laws with respect to services performed on behalf of the School District. Specifically, the statute requires that contractors:
   A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
   B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
   C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
   D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School District in a format that is compatible with the information technology systems of the School District.
   E. The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School District.

F. EFFECTIVE JULY 1, 2016 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MATT REED 321-633-1000 ext. 795. Reed.Matt@brevardschools.org. THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

5. **CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the School District Office of Purchasing & Warehouse Services in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

   Failure to acknowledge addenda may result in the offer not being considered.

7. **INCURRED EXPENSES:** This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

8. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

10. **TAXES:** The School Board of Brevard County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. Vendors or Contractors doing business with the School Board of Brevard County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

    Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

    If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Office of Purchasing & Warehouse Services is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Office of Purchasing & Warehouse Services. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Office of Purchasing & Warehouse Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** The Bidder shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Superintendent. In the event of any assignment, the Bidder remains secondarily liable for the performance of the

Contract, unless the Superintendent expressly waives such secondary liability. The Superintendent may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; (3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; (4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

18. CONTENT OF INVITATION/RESPONSE: The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

19. INDEMNIFICATION OF SCHOOL BOARD
The Contractor agrees to indemnify, hold harmless and defend the School Board of Brevard County, its officers, employees, agents and representatives from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the School Board, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every third-party claim or demand, or assertion of liability, or any third-party claim or action founded thereon, arising directly or indirectly out of the services furnished by the Contractor, its agents, servants or employees; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such third-party claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, and injury or death of any person whether employed by the Contractor, the School Board or otherwise.

20. PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).

21. TRAINING: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. ACCEPTANCE: Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.

23. SAFETY WARRANTY: Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. WARRANTY: The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.

25. AWARD: As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

26. VIOLATIONS: Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

28. GENERAL INFORMATION ABOUT THE DISTRICT: The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.

29. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School Board of Brevard County for any terms and conditions not specifically stated in this Invitation to bid.

30. AVAILABILITY OF FUNDS:
The obligations of the School Board of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

31. NO CONTACT: Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated Buyer, and School Board members, the Superintendent, or School District staff, other than the designated Buyer, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Request for Proposals, Request for Quote, Invitation to Bid, Invitation to Negotiate, or Request for Qualifications has

been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request for Proposals, Request for Quote, Invitation to Bid, and Invitation to Negotiate, or Request for Qualifications.

32. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Brevard County. The District currently operates 85 schools including 57 Elementary Schools, 12 Middle Schools, and 16 High Schools. The District is also responsible for 18 alternative sites/special centers and 9 Adult/Community Education Centers. The total full-time K-12 enrollment of public school students on October 15, 2010 was 69,459. In 2010, according to the National Center of Education Statistics, the District was reported as the 10th largest school district in the State of Florida and the 47th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 9,000 full-time employees.

33. **SUSPENSION OF VENDORS**: When a vendor has been found to be non-compliant with a contract, the Director of Purchasing or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Director of Purchasing may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Purchasing may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards.

34. **SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School District with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

35. **OTHER AGENCIES**:

A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

36. **DAVIS-BACON ACT (34 CFR 80.36(i) (4)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of $2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

37. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

38. **NONACADEMIC $1MM** Effective July 1, 2016, per SB350, it states "Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed" Buyer shall:

A. Check the State website for purchasing agreements and determine if they are well suited for our needs and provide an economic advantage

- http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

**THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD**

The School Board of Brevard County, Florida (School Board) is soliciting competitive sealed Bids Diesel, Gasoline, and Fuel Oils to be purchased on an as needed basis by the following Brevard County Public Entity Cooperative (CO-OP) participants:

Brevard County Board of County Commissioners
Canaveral Port Authority
City of Cocoa
City of Cocoa Beach
City of Melbourne
City of Palm Bay
City of Rockledge
The School Board of Brevard County

Estimated annual quantities are provided for the School Board and CO-OP participants. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement. All quantities represent good faith estimates made by the CO-OP participants.

1.0 SCOPE

1.01 This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School Board of Brevard County.

1.02 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful bidder(s) shall be awarded a contract for an initial three (3) year term with one optional one (1) two (2) year renewal period or other term.

The award recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and pricing remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

1.03 PRODUCTS AND SERVICES TO BE PROVIDED

1.03.1 Intent & Purpose: The School District of Brevard County, representing a cooperative of Brevard County Public Agencies is seeking to establish a contract for the purchase and delivery of Gasoline, Diesel and Fuel Oil as needed with supplier(s) capable of providing the quality of service as specified herein at the most competitive and advantageous pricing.

1.03.2 Estimated Annual Fuel Consumption: It is estimated that the Agencies will purchase approximately 2,350,500 gallons of diesel fuel and 2,059,217 gallons of unleaded gasoline annually. The quantities shown are estimates of the quantity of items expected to be purchased during a contract year. Actual quantities purchased may exceed or be less than quantities shown. Orders will be placed as needed by individual Agencies during the contract period.

An estimated annual requirement for gasoline and diesel by participating Agency and service location, is enclosed as "Attachment B". Quantities of motor fuels that are not currently being used, but may be used in the future will be allocated from similar, currently used fuels, for example: ULS diesel currently being used may be re-allocated in-part or in-whole to biodiesel. These quantities are anticipated and are not to be misconstrued as firm. They are provided to assist prospective suppliers in the formulation of their submittal and to allow for an equitable comparison and evaluation of bids.

Additionally, Agencies have numerous emergency generators at various locations which will require fueling when requested.

1.03.3 Gasoline, Diesel, & Fuel Oils Specifications:

The products requested in this invitation to bid must conform to the specifications of the State of Florida and comply with all federal, state, and local laws and regulations as applicable on date of delivery.

All gasoline fuels shall conform to the latest edition of ASTM specifications D-439.

All diesel fuels shall conform to the latest edition of ASTM specifications D-975 for both low and high sulfur:

Diesel fuel shall be number two (#2), ultra-low sulfur - clear – over the road use.

Diesel fuel shall be number two (#2), ultra-low sulfur - red - off the road use.

Gasoline, Premium Unleaded 93 Octane Ethanol 10% - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

Gasoline, Mid-Grade Unleaded 89 Octane Ethanol 10% - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

Gasoline, Regular Unleaded 87 Octane Ethanol 10% - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

Ultra Low Sulfur Diesel Fuel, Grade No. 2-D (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engines, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D for use in off the road diesel engine, per A.S.T.M. specification D975, Grade # 2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613.

Biodiesel Fuel, B-20 Blend - Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engines, meeting the A.S.T.M specification D6751-08 for pure biodiesel, shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the BQ9000 quality program.

Biodiesel Fuel, B-5 Blend - Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engines, meeting the A.S.T.M specification D6751-08 for pure biodiesel, shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the BQ9000 quality program.

K1 Dyed Kerosene

Diesel Fuel, Heating, #2:

Test Method	General Specifications	Limit
ASTM D613	Cetane Number	Min. 40
ASTM D1298	Gravity, API	Min. 30, Max 36

ASTM D93	Flash Point, P-M, deg. F	Min. 125° F (53° C)
ASTM D445	Viscosity, Kin, @ 100 deg. F, CS	Min. 2.0, Max 3.6
ASTM D130	Corrosion, Cu Strip, 3 hrs. @ 122 deg. F	Max. 3
ASTM D86	Distillation, deg. F	
	10%	Min. 348
	90%	Min. 540, Max 640
	End Pint	Max. 698
ASTM D97	Pour Point, deg. F	Max. +20
ASTM D2500	Cloud Point, deg. F	
	Oct. 15 - Feb. 28	Max. +14
	Mar. 1 - Oct. 14	Max. +18
SM 60 - 15	Appearance	Bright and Clear
ASTM D482	Ash, Mass %	Max. 0.01
ASTM D524	Carbon Residue, Rams, 10% Btms, Mass %	Max. 0.35
ASTM D1796	Sediment and Water, Vol. %	Max. 0.05
ASTM D1552	Sulfur, Mass %	Max. 0.50
SM 190 - 26 (1)	Thermal Stab, 300 deg. F, .90 Min, % Refl	Min. 80

Contractor may substitute his own stability test. Fuel must be stable by his method.

Fuel oil shall at all times pass all inspection and testing standards for the grade as prescribed by the State of Florida. Oil must meet requirements of A.S.T.M. designation D-396-64T for the grade. Tests may be made periodically at the Contractor's expense.

The Contractor will, at the call of any participating Agency, sample any or all tanks requested, on said premises of the user, and provide a test analysis from an independent laboratory to assure that all products meet or exceed the specifications herein. This service shall be at no expense to the user, namely the SBBC, Brevard County Commission, and all participating Governmental Agencies.

The Contractor agrees that the products and services furnished under this award shall be covered by the most favorable commercial warranties the Contractor gives to any customer for comparable quantities of such products or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the user by any other provisions of this award.

1.04 CONTRACTOR QUALIFICATIONS

1.04.1 The Contractor shall be adequately equipped, staffed and supplied to promptly and efficiently furnish, deliver and dispense all products upon which bids are submitted to any, and all, cooperative agency locations. The bidder shall provide with the bid an Executive Summary written in non-technical language to summarize the participants' overall resources, capabilities and approaches for accomplishing the services specified herein. The Executive Summary should be signed by a person legally authorized to legally bind the firm.

1.04.2 Bidder shall hold a current business tax receipt (occupational license) issued by the appropriate county where office is located. The license must be valid at the time of the bid opening. A copy must be provided with bid and updated annually. Successful Bidder shall notify Brevard County School Board if any change occurs in regards to the license.

1.04.3 The successful bidder shall have convenient business hours and a business location conveniently available to the cooperative's authorized representatives.

1.04.4 The successful bidder shall identify on letterhead a dedicated representative, with complete contact information for managing the various cooperative agency accounts to include emergency situations, dispute resolution and possible consulting services for recommendations of operations to include possible site visits and training of District staff of the proper use of product or equipment at no additional charge. The business shall be self-proprietary and shall provide service with company employees, company owned and insured vehicles and company owned equipment.

1.04.5 The vendor must provide evidence of current fuel contracts to insure supply of the estimated fuel quantities, at minimum, specified in the ITB for the listed cooperative agencies.

1.04.6 The vendor must provide evidence of product storage tanks either, company owned and/or leased and operated, located in the State of Florida, with ample capacity to supply and service this contract. (Preferably a minimum of one location within a 150 mile radius of Brevard County).

1.04.7 Vendor must have, and provide evidence of access to multiple (minimum of two) terminal locations to draw product from in the event of a natural disaster, war or other events.

1.05 PRICING

1.05.1 Prices bid are to be F.O.B. delivered to various Agency locations and are exclusive of all Federal, State, and County taxes and fees. Any applicable taxes and fees are considered additional and shall be added at the time of invoicing.

1.05.2 Fuel pricing shall be based on the daily average price and appropriate taxes for requested commodities as published in either of the independent wholesale price reporting services; the Oil Price Information Service (OPIS) Pad 1 Report, for Orlando, Florida Terminal, plus a firm markup or less a firm discount on the index or wholesale price. On days that OPIS does not report prices the price shall be the same as the last preceding daily price that was reported.

1.05.3 Biodiesel Fuel, B-20 Blend pricing shall be based on the daily average price and appropriate taxes for Ultra Low Sulfur Diesel Fuel - Grade no. 2-D for use in over the road diesel engines, as published in either of the independent wholesale price reporting services; the Oil Price Information Service (OPIS) Pad 1 Report, for the Orlando, Florida Terminal, plus a firm markup or less a firm discount on the index or wholesale price. On days that OPIS does not report prices the price shall be the same as the last preceding daily price that was reported.

1.05.4 The Firm Markup or Firm Discount shall be per gallon and noted on the Price Sheet as follows:

1.05.4.1 Firm Discount – A Firm Discount shall be noted as a negative number, using either a minus sign “-.xx” or enclosed within parentheses “(.xx)”, i.e. “-.01” or “(.01)”.

1.05.4.2 Firm Markup – All other prices will be construed as a positive number for the Firm Markup.

1.05.5 Although the wholesale index may change, the firm markup, or discount as bid and awarded by the School Board of Brevard County, shall remain fixed for the term of the contract.

1.05.6 The firm markup, or discount, shall include the contractor’s total cost of delivery and service to SBBC and participating agencies to include overhead and profit. No other charges shall be added to invoices for the bid’s competitive price sheet items. There shall be no additional charges for split load deliveries.

1.05.7 Firm price intervals will begin at 12:00 A.M. and will be in effect on the published date through the next published date. The price will be based on the OPIS published price for the date of delivery. This average will be calculated to the fourth decimal place.

1.05.8 The Bidder hereby attests that the prices in this offer were arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

1.05.9 The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder to any other customer purchasing the same item in like or comparable quantities.

1.06 SPILL PREVENTION

1.06.1 The Contractor shall have an established, on-going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. All fuel delivery drivers shall be trained in proper delivery and spill response procedures. All delivery trucks shall be equipped with adequate spill response materials.

1.06.2 The Contractor shall be solely responsible for any errors or mistakes that require clean up or ground sterilization due to Contractor's negligence. Contractor will be responsible for prompt and thorough cleanup of all spillage, in compliance with EPA regulations and specifications, and for any contamination resulting from improper delivery of fuel. Contractor will incur any and all costs associated with fuel spill including; cleanup, site remediation, continuing investigations, monitoring and reporting in compliance with EPA regulations and specifications.

1.07 SCHEDULE AND DAMAGES

1.07.1 The Contractor agrees to pay any and all actual damages in the event of a default by Contractor due to late completion or non-performance of services. The Contractor shall reimburse the Agency for any and all additional procurement costs incurred by the Agency due to Contractor's failure to deliver, as well any and all out-of-pocket expenses the Agency directly or indirectly incurs related to the late delivery and/or completion of the services. In the event of a default by the Contractor, the SBBC or any participating cooperative Agency reserves the right, in addition to the imposition of actual damages, to immediately cancel the Agency Contract by providing written notice to the Contractor.

1.08 METHOD OF COMPENSATION

1.08.1 The Contractor shall be compensated for each assigned and completed work task or deliverable authorized by contract and for the price predetermined by SBBC approved Contractor's proposal and a matching written purchase order issued by the School Board of Brevard County, Florida or Fuel Cooperative Agency. Final payment shall be due and payable upon satisfactory completion of the services and approval and acceptance of any contract deliverables and submittal of an appropriate invoice, in a format acceptable by the School Board of Brevard County, Florida. SBBC payment terms are pursuant to Chapter 218.73, Florida Statutes; Florida Prompt Payment Act. As an option, the awarded vendor may be set up to be paid by e-payables which would include a faster payment turnaround however; the awarded vendor will be responsible for any and all fees that may apply.

1.08.2 The Contractor shall be required to reference purchase order numbers on all requests for payment. All SBBC statements must reference valid SBBC purchase order numbers. SBBC Invoices shall be mailed directly to ACCOUNTING, School Board of Brevard County, 2700 Judge Fran Jamieson Way, Viera, FL 32940 or emailed to accounts.payable@brevardschools.org and a copy to the requesting School or Department, as listed in the Ship To address of the purchase order. A separate invoice must be received for each purchase order number. SBBC invoices which do not reference valid SBBC purchase order numbers or which are otherwise erroneous shall be returned to the vendor for resolution of discrepancies. Invoices shall also minimally contain the following:

a. Purchase Order Number

b. Name and address of vendor, a unique invoice number and date of completion.

c. Itemized description of service or product provided.

d. Separate Line Items

I. Contractor's Cost (As per applicable wholesale index daily average)

II. Fixed fee per gallon (As bid and awarded)

III. Applicable taxes

IV. The invoice price shall reflect the actual date of delivery

1.08.3 A copy of the applicable daily wholesale index daily average, Pad 1 Report, for Orlando, Florida Terminal, shall be sent with the Agency invoice. The index price shall reflect the actual date of delivery.

1.08.4 It shall be the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify the Contract Administrator of any discrepancies prior to billing. The School Board shall only pay the dollar amounts encumbered and authorized on the purchase order.

1.08.5 As an option the School Board of Brevard County, Florida or any of the participating Agencies may elect to make payments via a purchasing card. Any additional fees for this method of payment must be listed on the Price Sheet – Attachment A. The current purchasing card services provider to SBBC is Bank of America.

1.09 TAXES

1.09.1 The Agencies listed herein are Local Government Entities and are exempt from Federal Gasoline and Diesel (excise) Road Taxes and State of Florida Sales Tax. Bids will be considered only from bidders who will accept approved Federal, State, and County exemption form(s). Awarded Bidders will be required to provide each Agency participating in this fuel cooperative a list of taxes and the amount to be added to each fuel commodity.

1.10 PRICE REPORTING

1.10.1 The successful Contractor shall provide a pricing report to the Contract Administrator of each of the Fuel Cooperative's Participating Agencies on a weekly basis. The report shall be in MS Excel and provided by email. The report will be in a quick reference format and minimally indicate the daily wholesale index pricing, Pad 1 Report for the Orlando, Florida Terminal as per the contractor's independent wholesale price index reporting service plus the Contractor's awarded markup/discount for each of the awarded line items of the bid. The report will be maintained and distributed for the term of the contract.

1.10.2 The successful contractor shall provide the School Board of Brevard County's Contract Manager a single subscription to the Contractor's independent wholesale price index reporting service for the term of the contract.

1.11 EMERGENCY PLANNING

1.11.1 The successful Contractor shall designate all participating Fuel Cooperative Agencies as **"first responder customers"** prior to, during and after a disaster or any event that may cause a disruption to normal service. Each bidder shall include a policy statement with their bid submittal regarding fuel deliveries that precede an emergency such as a hurricane and immediately following, provided that rack facilities remain operational. Transport tanker delivery bidders shall include a policy statement as verification of the limited basis availability of portable storage tanks to be filled and left at protected SBBC, Brevard County Commission, and participating Governmental Agencies facilities to serve as emergency fuel supplies. The daily cost, if any, associated with the service must be included with the Bidder's Submittal Form.

1.11.2 Contractor must have the resources and capabilities to top-off all participating Fuel Cooperative Agency fuel storage tanks as needed from June through October of each contract year. Transport tanker delivery bidders shall include a policy statement as verification of the bidder's resources and capabilities.

1.11.3 The continued operations of the participating Fuel Cooperative Agencies to serve the students and citizens of Brevard County prior to, during, and after possible interruptions to the contractor's business operations may depend on the ability of the Contractor to minimize disruptions of critical operational functions and the capability to recover operations and service expediently and successfully. The successful Contractor shall provide a comprehensive statement of actions to be taken before, during, and after a disaster, or other disruption e.g. major Information Technology or communication system failure to its operation. The plan should be well documented and tested to ensure the continuity of operations and availability of critical resources in the event of a disaster. The 'Disaster Recovery Plan' must be included with the Bidder's Submittal Form.

1.12 ALLOCATION GUARANTEE

1.12.1 In the event the Nation experiences a shortage of fuel, by any cause, it is to be understood that the existing supplier guarantees without any reservation, that all participating Agencies will have priority of availability, will not be cut in quantities and that the existing supplier assumes all responsibilities in maintaining the Federal or State Government invoked allocations, should they prevail.

1.12.2 If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel products by terminals, suppliers and/or Federal or State Government for any reason, then at SBBC's discretion, price may be adjusted as determined by SBBC. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the SBBC based on the situation. If Governmental allocations are declared, then Contractors are to deliver fuel to all Government Agencies at the same percentage as allocated.

1.12.3 Any request for consideration of a price adjustment must be made in writing to the Office of Purchasing Services at that time and must be based upon increased costs to the Contractor only. Verification of these increases shall be furnished to the SBBC upon request. Any upward price adjustment approved by the SBBC shall impose upon the Contractor the requirement to advise and extend credit to the SBBC and participating Agencies when costs similarly decrease. Any renewal shall be subject to the same terms and conditions set forth in the initial contract.

1.12.4 It is to be understood that in the event a reduction in quantities become a reality, by Federal or State Government allocation and the existing and present supplier cannot maintain the supply of demand of this contract, due to no-fault of their own, any and all Governmental Agencies herein referred to as a part of this bid, are relieved from the bindings of this contract and are hereby authorized to purchase from other sources to meet their demands with no penalties to the Contractor or to the Agency. The United States Government at this point becomes the allocator.

1.13 DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the District, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet shall remain firm throughout the contract period. Bidders are encouraged to consider this requirement when offering discounts.

1.14 DELIVERY

1.14.1 Items in the ITB are for various BPS facilities, schools and participating Governmental Agency locations within Brevard County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order and shall include any and all costs incurred in the performance of the work specified herein. The documentation provided in "Attachment A" represents estimated amounts only of fuel to be ordered.

1.14.2 The Contractor shall ensure that fuels are delivered to all sites in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

1.14.3 It shall be the responsibility of the Contractor to schedule deliveries with each Fuel Cooperative Agency to ensure that no site is without fuel oil at any time. It is expected that the Contractor shall use a delivery schedule that results in the most economical and convenient situation for all involved.

1.14.4 Before unloading of fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive fuel and shall again measure the tank(s) after delivery. This process shall be noted on the delivery slip. Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer. Contractor will be responsible for managing Fuel product levels in Customer's tank(s) to ensure proper levels of Fuel are maintained.

1.14.5 For deliveries to SBBC satellite locations which are not constantly staffed during regular business hours Contract shall contact Customer 30 minutes before delivery by telephone. This will allow for a SBBC to be dispatched to meet the Contractor to verify delivery as described in Section 1.14.4.

1.14.6 Unless otherwise requested at the time of order, deliveries will be within 24 hours after time of order. Deliveries shall be made during normal working hours, Monday through Friday, unless otherwise specifically requested by the Agency placing the order. There shall be no additional charges for after-hour deliveries.

1.14.7 Minimum delivery on this contract shall be 6,000 gallons for transport tanker loads of gasoline, diesel or combination loads of gasoline and diesel. The majority of the current

deliveries of 6,000 gal or more, to agencies other than SBBC, are less than full transport tanker loads.

1.14.8 All transport tanker deliveries will be temperature adjusted to 60° F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

1.14.9 Tank wagon deliveries will be metered at the time of drop. Contractor is required to provide an imprinted meter ticket at the time of delivery.

1.14.10 Due to ongoing replacement of existing heating fuel tanks at various schools, tank wagon Contractor must be capable of pumping out existing tanks as requested by the SBBC. Fuel will be metered and credited back to that facility.

1.14.11 Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered are also acceptable.

1.14.12 A delivery ticket shall identify the product and quantity delivered and shall be verified and acknowledged by signature of an authorized Agency representative

1.14.13 The Contractor shall be responsible for all direct costs incurred to correct an improper delivery of fuel. Problems may include but not limited to, fuel contamination, fuel spills, delivering wrong fuel to Agency by Contractor, cross-fueling by Contractor at Agency's facility, etc.

1.14.14 Where necessary or appropriate to prevent damage Poppeted Kamvalok couplers (OPW 1712D-1095) will be supplied by and used by the awarded contractor to prevent damage while fueling SBBC and participating Agencies fuel sites.

1.15 NEW ITEMS AND/OR OPTIONS

New items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this bid was sent out, but are now available as an additional option. Awarded bidders wishing to provide additional option's, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidders may contact the Purchasing Agent about additional options.

1.16 ITEM DISCONTINUANCE

During the term of this contract, as items are discontinued and a replacement offered, the awarded bidder must notify the Purchasing Department with the new equipment specifications and price. If the Purchasing Department and end user department approve the newer/current model, an amendment will be placed in the bid folder noting the newer/current model as the revised product model for the remainder of the contract term.

1.17 MODEL NUMBER CHANGES

During the term of this contract as items are updated with a newer/current model, the awarded bidder must notify the Purchasing Department with the new equipment specifications and price. If the Purchasing Department and the Transportation Department approve the newer/current model, an amendment will be placed in the bid folder noting the newer/current model as the revised product model for the remainder of the contract term.

1.18 F.O.B. POINT

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using on the Purchase Order.

1.19 QUANTITY

The estimated quantities to be purchased during the bid period are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board or any

Participating Agencies to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

1.20 QUANTITY CHANGES

The School Board and Participating Agencies reserve the right to increase or decrease the total quantities necessary.

1.21 METHOD OF ORDERING

Items shall be order via individual purchase orders or by visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

1.22 ORDERS

Schools, departments and centers of the School Board of Brevard County will issue purchase orders or place order by visa purchasing card directly to the successful bidder(s) for the purchase of Diesel, Gasoline, and Fuel Oils. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be emailed or mailed to the awarded bidder. The order should be reviewed for correct prices, catalog numbers, extensions, etc.

1.23 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on visa purchasing card.

1.24 SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

1.25 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

1.26 FUEL COOPERATIVE MEMBERSHIP

The business relationship between the existing members of the Fuel Cooperative and the successful Contractor shall be considered an exclusive partnership. Non-participating Brevard County agencies may, at any time, join the cooperative by a request in writing to the lead agency (The School Board of Brevard County, Florida, to the attention of the individual identified in Section 3.2). The lead agency will then seek the written consent of the Contractor. Upon written consent by the Contractor the requesting agency shall be added to the Cooperative's membership.

2.0 STANDARD TERMS & CONDITIONS

2.01 CLOSING DATE

Bids must be received no later than **2:00 p.m., local time, on Tuesday, September 26, 2017** Here:

The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services
Pod 8, Room 802
2700 Judge Fran Jamieson Way

Viera, FL 32940-6601

Bids received after this time will not be considered.

2.02 TENTATIVE SCHEDULE

Aug 25, 2017..... …….Invitation to Bid Available
September 7, 2017..... …….Pre-bid Conference
September 11, 2017 at 2:00 P.M. ……..Deadline for Questions
September 26, 2017 at 2:00 P.M. ……Bid Closing Date
October 2017 ..... ……..Planned Award Date

2.03 DELIVERY OF BIDS

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services, Pod 8, Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

Mark package(s) **"Bid #18-B-021-NC Diesel, Gasoline, And Fuel Oils"** and insure that bidders' return address is listed on the outside of the package. The label below is included for your convenience:

*** DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN ***

VENDOR NAME:_____

SEALED BID NUMBER: ITB 18-B-021-NC

BID TITLE: Diesel, Gasoline, and Fuel Oils

BID DUE ON September 26, 2017 AT 2:00 P.M.

BID ENCLOSED_____ **"NO BID LETTER" ENCLOSED** _____

Deliver to: The School Board of Brevard County, Florida
OFFICE OF PURCHASING & WAREHOUSE SERVICES
2700 Judge Fran Jamieson Way, Pod 8, Room 802
Viera, FL 32940-6601

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to the Purchasing Department, at the above address. To be considered, **a Bid must be received and accepted in the Purchasing Department before the Bid closing date and time.**

2.04 PRE-BID CONFERENCE/WALK THROUGH

A. A pre-bid conference/walk through will be held at the School Board of Brevard County, Florida, in the Educational Technology Conference Room 904A, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601, at 2:00 p.m., local time, September 7, 2017. While this is not mandatory, all interested parties are encouraged to attend and participate.

2.05 PUBLIC BID OPENING

A. The Bids will be available for inspection during normal business hours in the Purchasing Department thirty (30) days after bid opening date or notice of a decision or intended decision, whichever is earlier, by appointment. (Florida Statute 119.071 (1) (b)).

B. A copy of the completed bid tabulation will be available at **http://www.demandstar.com/** and/or **https://www.myvendorlink.com/** within ten (10) days.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the Purchasing Department at 321-633-1000 x 645 at least five (5) days prior to the meeting date.

2.06 BID SUBMITTAL FORM

A. See **Submittal Requirements** for complete details.

B. Note: **It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information.**

C. Each bidder shall submit **three (3)** complete sets of the Bid Submittal:

- **One (1)** hard copy marked "ORIGINAL"
- **One (1)** hard copies marked "COPY"
- **One (1) COMPLETE electronic copy on a CD or Jump drive in PDF format (Excel spreadsheets shall not be recorded in PDF).**
  Note the **solicitation number** and **name of company** ***on the disk***.

If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".

D. The Invitation to Bid page and other required documents must be signed by an official authorized to legally bind the bidder to all bid provisions.

E. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.07 QUESTIONS CONCERNING BID

A. Questions concerning any portion of this Bid shall be directed in writing or by e-mail to the Purchasing Representative named below, who shall be the official point of contact for this Bid. Questions should be submitted by the question deadline date as listed above in Section 2.02, Tentative Schedule.

B. Mark cover page or envelope(s) or title email **"Questions on Bid # 18-B-021-NC Diesel, Gasoline, and Fuel Oils"**

C. Submit questions to:
Nick Canjar, Buyer II
E-mail: .....canjar.james@brevardschools.org
Telephone: .....321-633-1000 ext. 630

2.08 CLARIFICATION AND ADDENDA

A. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 321-633-3618) through the Purchasing Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this Bid, notice may be obtained by accessing our web site. The bidder in the Bid Submittal must acknowledge receipts of amendments. **Each bidder should ensure that all addenda and amendments to this**

Bid have been received BEFORE submitting the Bid. Check https://www.myvendorlink.com/ and/or http://www.demandstar.com/ for any addenda. The Purchasing Department will not manually distribute any addenda.

2.09 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

2.10 AWARD

The School Board reserves the right to award the contract to the bidder(s) that the Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the Board has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Board to do so. The Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the Board's best interest.

2.11 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this bid. (Responsive)

B. The greatest benefits to the School District as it pertains to: (Responsible)
   1. Total Cost.
   2. Delivery.
   3. Past Performance. In order to evaluate past performance, all bidders are required to submit:
      a. A list of references with the bid and;
      b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
   4. All technical specifications associated with this bid.
   5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors.

2.12 OTHER AGENCIES

A. In accordance with State Board Rule 6A-1.012 (6), all bidders awarded contracts from this Bid may, upon mutual agreement with the other agency, permit any school district/board, municipality or other governmental agency, to include Public Charter Schools, to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

B. Further, it is understood that each Participating Agency will issue its own purchase order to the awarded bidder(s).

2.13 CONTRACT

A. The contents of this Bid and all provisions of the successful bidder's Submittal Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

B. The Director of Purchasing and Warehouse Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.

C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the bidder should promptly contact the Purchasing Department.

D. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

2.14 DISCLOSURE OF BID CONTENT

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a successful bidder submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the successful bidder a "Receipt for Trade Secret Information."

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

2.15 BIDDER'S RESPONSIBILITY

The bidder, by submitting a Bid represents that:

A. The bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith, and;

B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

C. Before submitting a Bid, each bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board,

upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief.

D. The bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

2.16 PAYMENT TERMS

A. **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid DISTRICT purchase order numbers. Invoices shall be mailed directly to the bill to as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid DISTRICT, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The school board will only pay the dollar amounts authorized on the purchase order.

B. The School Board will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

C. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

D. The School Board has the capabilities of Electronic Fund Transfer (EFT). List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.

E**.** ***By submitting a Bid (offer) to the School Board, the bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the bidder to the School Board for any legal obligation between the bidder and the School Board.***

F. **PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

G. **PAYMENT DISCOUNTS**

A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the bid evaluation. All bid prices must be net and not contingent on terms.

2.17 LICENSES AND CERTIFICATES

A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

2.18 INSURANCE REQUIREMENTS

The Contractor/Vendor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor $25,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 8.1 below is required of all contractors and vendors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.

2. Insurance listed in 8.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of $25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 8.3 below: Any contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 8.4 below: All contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of $25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 8.1 to 8.5 below as specifically marked by representatives of the Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Brevard County.

☒ 8.1. Commercial General Liability Insurance:
Negligence including Bodily Injury and Property Damage
Per Occurrence - $1,000,000
General Aggregate - $2,000,000

☒ 8.2. Product Liability and/or Completed Operations Insurance:
Negligence Including Bodily Injury and property damage - $1,000,000
Products – Completed Operations Aggregate - $2,000,000

☒ 8.3. Automobile Liability:
Negligence Including Bodily Injury and Property Damage:

Per Claim -	$ 500,000
Combined Single Limit (each accident) -	$1,000,000

☒ 8.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	$ 100,000
E.L. Disease – Each Employee	$ 100,000
E.L. Disease – Policy Limit	$ 500,000

☐ 8.5. Professional Liability Insurance (Errors and Omissions):
For services, goods or projects that will exceed $1,000,000 in values over a year.

Each Claim -	$1,000,000
Annual Aggregate -	$2,000,000

For services, goods or projects that will not exceed $1,000,000 in values over a year.

Each Claim -	$ 250,000
Annual Aggregate -	$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

2.19 SAFETY

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.20 DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the bidder by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the School Board will consider the subject Bid Submittals as being made in strict compliance with said Specifications to bidders, the bidder being held therefore accountable and responsible. Bidders are hereby advised that School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other bidders.

2.21 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the bidder's responsibility to identify and to provide to the Office of Purchasing and Warehouse Services and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

2.22 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the bidder to have waived any right to claims against the School Board concerning this agreement.

2.23 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

The bidder may cancel the resulting contract with **one hundred twenty (120) days written** notice to the Director of Purchasing and Warehouse Services. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

2.24 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.25 TERMINATION FOR DEFAULT

The School District's Contract Administrator shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. **Termination for cause includes terminations under 287.135, F.S.**

2.26 VENDOR PERFORMANCE

BPS project personnel shall monitor Contractor performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Office of Purchasing Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future bidding.

2.27 COLLUSION

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents , the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any

and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

2.28 INCURRED EXPENSES

This ITB does not commit the School Board to award a contract, nor shall the School Board be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

2.29 MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular bidder, but to ensure that the School District receives quality products and services.

2.30 COMPLIANCE WITH LAWS AND REGULATIONS

The bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The bidder shall protect and indemnify School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Brevard County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.31 CONTRACTOR'S PUBLIC RECORDS

Public Records Act/Chapter 119 Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

A. Contractor and its subcontractors shall keep and maintain public records required by the SBBC to perform the service.

B. Effective July 1, 2016, Contractor and its subcontractors shall upon request from the SBBS's custodian of public records, provide the SBBC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

C. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the SBBC; and

D. Contractor and its subcontractors upon completion of e contract shall transfer to the SBBC, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the SBBC to perform the service. If the Contractor and its subcontractors transfer all public records to the SBBC upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the SBBC, upon request from the SBBC's custodian of public records, in a format that is compatible with the information technology systems of the SBBC.

E. The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the SBBC must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes

F. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MATT REED AT 321-633-1000 EXT. 795, Reed.Matt@Brevardschools.org, THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

2.32 LOCAL BUSINESS TAX RECEIPTS

A. Any bidder whose permanent business location is in Brevard County shall submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Brevard County Tax Collector.

B. Any bidder whose permanent business location is in a Florida county other than Brevard County shall submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.

2.33 RECORDS & RIGHT TO AUDIT

The bidder shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The bidder shall retain these records for a period of five (5) years after final payment, or until the School Board audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law. At the expiration of such period, contractor, if request by the District, will turn over such records to the District to be kept for such time as the District may elect.

2.34 CHANGES IN SCOPE OF WORK/SERVICE

A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the bidder.

B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The School Board reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.35 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in Florida law and/or rules of the School Board to impose new rules and regulations on the bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the bidder. In the event any future change in Federal, State or County law or the rules of the School Board materially alters the obligations of the bidder, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the bidder, then the bidder or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the bidder directly and demonstrably due to any modification in the contract under this clause.

2.36 RIGHT TO REQUIRE PERFORMANCE

A. The failure of the School Board at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.37 FORCE MAJEURE

The School Board and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.38 BIDDER'S PERSONNEL

During the performance of the contract, the bidder agrees to the following:

A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.

E. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the School Board.

G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.

H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.

K. All District facilities are tobacco free. The Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and vendors, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

P. The School District's Representative(s) will determine how the Bidder will receive access to the facility.

Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.

R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.

U. The School Board of Brevard County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

V. The Bidder shall strictly prohibit interaction between their employees and the student(s).

W. Bidder's employees may not solicit, distribute or sell products while on School District property.

X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.

Y. The Bidder shall adhere to all of the District's security standards.

2.39 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

2.40 CLAIM NOTICE

The bidder shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The bidder agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all bidder operations at the School Board project site.

2.41 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.42 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-bidder's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours' individuals will perform.

The independent bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

The independent bidder shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

2.43 NEW MATERIAL

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the bidder shall so notify the School District Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School District if the Buyer authorizes the Bidding of used or reconditioned goods, materials, supplies, or components.

2.44 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School District for loss of Diesel, Gasoline, and Fuel Oil, the bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.45 CONFLICT OF INTEREST FORM

All bidders shall complete and have notarized the attached disclosure form of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.46 LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than $25,000.00 or which have been resolved for less than $25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

2.47 RESOLUTION OF BID PROTESTS

In accordance with Florida Statutes 120.57(3) and School Board Policy 6320, the following procedures shall be followed for the resolution of any bid protests:

(a) The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

(b) Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

1. In accordance with School Board Policy 6320, all formal written protests must be accompanied with a bond payable to the School Board of Brevard County equal to

one percent (1%) of the total estimated contract value, but no less than $500 nor more than $5,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

2. In accordance with School Board Policy 6320, failure to file a notice of intent to protest, or failure to file a formal written protest and bond within the time prescribed herein, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(c) Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

(d) 1. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.

2. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to subsection (2) and applicable agency rules before a person whose qualifications have been prescribed by rules of the agency.

3. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).

(e) Upon receipt of a formal written protest referred pursuant to this subsection, the director of the division shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the agency within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.

(f) In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the agency announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the agency's intended action is illegal, arbitrary, dishonest, or fraudulent.

(g) For purposes of this subsection, the definitions in s. 287.012 apply.

2.48 PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

A vendor whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

Please complete the form titled “Bidder’s Statement of Principal Place of Business” and include it with your submittal.

2.49 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School District to provide the product and/or services set forth herein.

Contract Administrator: The School District’s Director of Purchasing and Warehouse Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

Contract: The document resulting from this solicitation between the School District and the Bidder, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor’s Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word “day” means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse Services for the School District.

Exceptions to Bid: An exception is defined as the Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Offeror: The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School Board in response to this invitation.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent: The term "respondent" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

School District: The word School District refers to the entity, The School Board of Brevard County, Florida.

Using Agency: The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

3.0 SUBMITTAL REQUIREMENTS
(Submit in the following order)

A. Completed Invitation to Bid cover page including Florida Department of State Division of Corporations Number

B. Completed Bid Submittal Form (use attached form).

C. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

D. Completed Attachment A - Pricing Sheet

E. Drug free workplace Certification.

F. Debarment Certification.

G. Emergency/Storm related Catastrophe-Contractor agreement form

H. Conflict of Interest- All bidders shall properly complete, have notarized and attach with their Bid Submittal the attached notarized disclosure statement of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts or interests associated with this project.

I. List at least three (3) recent references where the proposed product has been used within the past year. Use of the attached form will aid in evaluation.

J. Certified Business Program Reciprocity Affidavit – If Applicable.

K. Non-Disclosure Agreement for Confidential materials – any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.

L. Bidder's Statement of Principal Place of Business

M. All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

N. Local Business Tax Receipts

O. Current Request for Taxpayer Identification Number and Certification (Form W-9).

P. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and School Board contact person.

Q. The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

R. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board of Brevard County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board of Brevard County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

S. Bidder MUST SUBMIT WITHIN 48 HOURS OF REQUEST complete specifications and/or descriptive literature AND SAMPLE for make and model he is bidding. Bidder must indicate on bid price sheet make and model and manufacturer he is bidding. Failure to comply with this requirement may be cause for rejection of the bid.

T. Add any additional submittal requirement required for your particular project, including, but not limited to:

Evidence of Ample Fuel Contracts (1.04.5)
Evidence of storage tank availability (1.04.6)
Evidence of available terminals (1.04.7)
Emergency Planning Statement 1 (1.11 (1))
Emergency Planning Statement 2 (1.11(2))
Disaster Recovery Plan (1.11(3))

BID SUBMITTAL FORM _____, 2017

TO: The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services, Pod 8, Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

The undersigned hereby declare that [firm name] _____
_____ has carefully examined the specifications to furnish:

18-B-021-NC – Diesel, Gasoline, and Fuel Oils

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on September 26, 2017,** and further declare that will furnish the Diesel, Gasoline, and Fuel Oils according to specifications.

PRICING MUST BE SUBMITTED ON ATTACHMENT A - PRICE SHEET

Additional Bid Submittal Requirements:

A. Local Business Tax Receipts

The jurisdiction in which the permanent business location resides _____ (County/City).

The above listed jurisdiction (must check one):

☐ Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.

☐ Does not issue local business tax receipts.

☐ This does not apply as bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. _____

B. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?

YES ☐ NO ☐

Is your company involved in any litigation as herein described?

YES ☐ NO ☐

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES ☐ NO ☐

If yes, does your firm offer a discount? _____ %

Do you accept Purchase/Payment by Visa card? YES ☐ NO ☐

Have you supplied all the Submittal Requirements outlined below?

- ❑ Completed Invitation to Bid cover page
- ❑ Florida Department of State Division of Corporations Number
- ❑ Completed and executed Bid Submittal form
- ❑ Any addenda pertaining to this ITB
- ❑ Drug Free Certification
- ❑ Debarment Certification
- ❑ Emergency/Storm related Catastrophe-Contractor agreement form
- ❑ Conflict of Interest form
- ❑ References
- ❑ Certified Business Program Reciprocity Affidavit (if applicable)
- ❑ Non-disclosure for Confidential Materials (if applicable)
- ❑ Bidder's Statement of Principal Place of Business
- ❑ Litigations/Bankruptcy
- ❑ Local Business Tax Receipts
- ❑ Current W-9
- ❑ Proof of Insurance
- ❑ Contact Information
- ❑ Subcontractor information (if applicable)
- ❑ Specifications or Literature (if applicable)
- ❑ Evidence of Ample Fuel Contracts (1.04.5)
- ❑ Evidence of storage tank availability (1.04.6)
- ❑ Evidence of available terminals (1.04.7)
- ❑ Emergency Planning Statement 1 (1.11 (1))
- ❑ Emergency Planning Statement 2 (1.11(2))
- ❑ Disaster Recovery Plan (1.11(3))

The School Board of Brevard County, FL reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation to Bid (ITB) No. **18-B-021-NC Diesel, Gasoline, and Fuel Oils,** and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company _____

Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

List local (Brevard County) office address if applicable and provide supporting documentation (Business Tax Receipt).

_____

_____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Division of Corporations Registration Number: _____

END OF FORM

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

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

_____
Vendor's Signature

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities.* The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

	ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils
Organization Name	Bid Number & Name

Names and Titles of Authorized Representative(s)

Signature(s)	Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms" covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board of Brevard County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board of Brevard County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Brevard County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a “24-hour” phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

_____

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Brevard County, nor has any outstanding past due debt to the School Board of Brevard County, Florida; and

4. The School Board of Brevard County reserves the right to disqualify ITBs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the ITB process as required by law, upon the part of the Respondent(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing ITB specifications and/or firm ITB schedules. Multiple ITBs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the District's Professional Consultant(s) or District employees. Contractors involved in developing a ITB specification or Contractors with knowledge of ITB specifications prior to the advertisement shall be disqualified from participating in the ITB process.

EXCEPTIONS
(List)_____

_____

_____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires_____ (Seal)

LIST OF THREE REFERENCES

#1 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	
#2 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	
#3 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements

And Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:
287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

Certified Business Program Reciprocity Affidavit

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

CERTIFIED BUSINESS CATEGORIES (Check One)

____ Asian American (A) ____ African American (B) ____ Hispanic American (C) ____ Native American (D)

____ American Woman (E) ____ Service Disabled Veteran (V)

Certifying Agency Name: _____ *Certification Number: _____ *Expiration Date: _____

Attach copy of Certification from Certifying Agency *Required Information

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School Board of Brevard County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____

Title: _____

Company Name: _____

Signature: _____

On this _____ day of _____, 20_____ personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: _____

Form of Identification Presented: _____

My Commission expires: _____

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Solicitation #_____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Brevard County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the “Respondent”). The School Board of Brevard County and the Respondent are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Brevard County for the purpose of responding to an Invitation to Bid or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the “Confidential Materials”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

   (a) Information already known or independently developed by the School Board;

   (b) Information in the public domain through no wrongful act of the School Board;

   (c) Information received by the School Board from a third party who was legally free to disclose it;

   (d) Information disclosed by the Respondent to a third party without restriction on disclosure;

   (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

   (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim

which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

    The School Board of Brevard County, Florida
    Office of Purchasing & Warehouse Services, Pod 8, Room 802
    2700 Judge Fran Jamieson Way
    Viera, FL 32940-6601

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Brevard County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Brevard County, Florida	**Respondent**
BY: _____	BY: _____
NAME: Ed Parker, CPPO, CPPB	NAME: _____
TITLE: Director of Purchasing and Warehouse Services	TITLE: _____
DATE: _____	DATE: _____
	ATTEST:
	BY: _____
	NAME: _____
	TITLE: _____
	DATE: _____

EXHIBIT A

DESCRIPTION OF CONFIDENTIAL MATERIALS

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does appear on the Scrutinize Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
   b. Have a material business relationship involving the supply of military equipment, or
   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
   b. Have made material investments with the effect of significantly enhancing Iran‘s petroleum sector.

4. This Company is not s engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE and DATE: _____

NAME AND TITLE: _____

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
Attach supporting documentation

Use reverse side or attachments if necessary

Vendor's Response to Complaint

To Above Referenced Vendor: The above complaint has been submitted by a Brevard County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Brevard County.

Response:

Vendor Representative:	Signature: Date:
Title:	Telephone No:

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
To be completed by each bidder

Name of Bidder: _____

Identify state in which bidder has its principal place of business: _____

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which bidder has its principal place of business: _____

NOTE: Florida Statute Section 287.084(2) states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Vendor, please select one)

☐ The bidders principal place of business is in the State of _____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The bidders principal place of business is in the State of _____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

_____

_____

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Vendor, please select one)

☐ The bidders principal place of business is in the political subdivision of _____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The bidders principal place of business is in the political subdivision of _____and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

_____

_____

Signature of out of state bidders' attorney: _____
Printed name of out of state bidders' attorney: _____
Address of out of state bidders' attorney: _____

_____

Telephone number of out of state bidders' attorney: _____
Email of out of state bidders' attorney _____
Attorneys' state(s) of bar admission: _____

STATEMENT OF NO BID

The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way, Pod 8, Room 802
Viera, FL 32940-6601

Attn: Nick Canjar, Buyer II
ITB # 18-B-021-NC

We, the undersigned, have decided not to bid for the following reasons.

_____We do not handle products/services in this classification

_____Opening date does not allow sufficient time to complete bid

_____Cannot supply at this time

_____Suitable but engaged in other work

_____Quantity too small

_____Cannot meet required delivery

_____Equivalent not presently available

_____Unable to meet specifications

_____Unable to meet insurance/bond requirements

_____Please remove our name from the vendor file only for the commodity listed above

_____Please remove our name from the School Board's entire vendor files

_____Other reasons or remarks

_____

_____

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School Board of Brevard County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

BOARD

NOV 2 1 2017

APPROVED

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – November 21, 2017

PURCHASING SOLICITATION

ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils
Brevard County Public Entity Purchasing Cooperative Bid

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: Purchasing Services

Legal Review: ☐ **Yes** ☒ **No**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Glover Oil Company, Inc.	$1,700,000.00 annually	Diesel, Gasoline, and Fuel Oils
Total	$1,700,000.00 annually	

☐ **Contract Renewal**	**New Contract Amount**	$1,700,000.00
☐ **Recurring Contract**	**Previous Contract Amount**	Variable
☒ **New Contract**	**Variance**	$0.00

PRICE INCREASE / DECREASE EXPLANATION: New Bid was solicited and the low bid came in lower annually than last year.

DISCUSSION:
This solicitation represents cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (Cooperative), in which the School Board of Brevard County is the lead agency. Local governmental entities within the Brevard County area, currently consisting of approximately 8 members, have entered into an Interlocal Agreement to create a cooperative purchasing group within our geographical area. The Cooperative was formed in an effort to develop collaborative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products, and lower administrative costs. Only members of the Cooperative are permitted to utilize this solicitation. The purpose of this invitation to bid is to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the Transportation Department and other agencies that are members for the Cooperative.

CONTRACT TERM:
The initial contract term shall commence November 22, 2017 and continue until November 21, 2020 with a one (1) two (2) year renewal period.

RECOMMENDATION:
It is the recommendation of Dr. Mark W. Mullins, Deputy Superintendent/Chief Operating, Arby Creach, Director of Transportation Services, and Randy Wheeler, Assistant Director of Transportation Services, and staff, to award the lowest responsive and responsible bidder as identified above and highlighted on the attached tabulation sheet. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional two (2) year period. Contract renewal shall be contingent upon the Director of Transportation's request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (9)

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page		Yes			
FL Dept. of State Division of Corporations Number		No			
Completed Bid Submittal Form		Yes			
Addendas		Yes			
Completed Attachement A - Pricing Sheet		Yes			
Drug Free Certification		Yes			
Debarment Certification		Yes			
Emergency/Storm Related Catastrophe Form		Yes			
Conflict of Interest Form		Yes			
References Form		Yes			
Certified Business Program Reciprocity Affidavit		Yes			
Non-Disclosure for Confidential Materials		N/A			
Bidder's Statement of Principal Place of Business		No			
Litigations/Bankruptcy		N/A			
Local Business Tax Receipts		Yes			
Current W-9		Yes			
Proof of Insurance		Yes			
Contact Information		Yes			
ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,785,733.43**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	**$665,093.14**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,282,251.04**

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	**$81,385.50**
	Lot 5				
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	**$3,319.60**
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**					**Mansfield Oil Company of Gainesville, Inc.** **1025 Airport Parkway, SW** **Gainesville, GA 30501-6813** **David Zarfoss** **mocbids@mansfieldoil.com** **Phone: 1-800-255-6699** **Fax: 1-678-450-2242**
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page					Yes
FL Dept. of State Division of Corporations Number					846977
Completed Bid Submittal Form					Yes
Addendas					Yes
Completed Attachement A - Pricing Sheet					Yes
Drug Free Certification					Yes
Debarment Certification					N/A
Emergency/Storm Related Catastrophe Form					Yes
Conflict of Interest Form					Yes (No Seal)
References Form					Yes
Certified Business Program Reciprocity Affidavit					N/A
Non-Disclosure for Confidential Materials					N/A
Bidder's Statement of Principal Place of Business					Yes
Litigations/Bankruptcy					N/A
Local Business Tax Receipts					Yes
Current W-9					Yes
Proof of Insurance					Yes
Contact Information					Yes
ITEM NO.	**DESCRIPTION**	**MARKUP/DISCOUNT PER GALLOON**	**DAILY OPIS 8/25/2017**	**NET PRICE (OPIS +/- MARKUP OR DISCOUNT)**	**EXTENDED PRICE (QTY x NET PRICE)**
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0372	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$3,456,482.37**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$214,003.66**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	N/A
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	Yes
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	N/A
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,661,081.90
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,266.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,842,184.63**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	**$667,495.76**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	-$0.0259	$1.7219	$1.6960	$1,993,224.00

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,860.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,313,513.96**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	**$81,679.50**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontaigne			

Brevard Public Schools
Cost/Benefit Analysis
For Fiscal Year 2016-2017

Date of Board Meeting to be Submitted: November 21, 2017

Proposed Purchase/Program/Project
Diesel, Gasoline & Fuel Oils - ITB 18-B-021-NC

Detailed Description of Proposed Purchase/Program/Project
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible.

Estimated Costs

Start-up Costs	Description	Cost
Purchase price	N/A	$0.00
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$0.00
Supplies/Equipment	N/A	$0.00
Purchased Services	N/A	$0.00
Total Start-up Costs		$0.00

Annual Recurring Costs		
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$1,700,000.00
Supplies/Equipment		$0.00
Purchased Services	N/A	$0.00
Total Annual Recurring Costs		$1,700,000.00

	Yes	No	
Will this purchase/program/project generate revenue?		X	If so, please estimate the amount of revenue to be provided annually.

	Annual Revenue
N/A	$0.00

	Yes	No	
Will this purchase/program/project generate cost savings?		X	If so, please estimate the amount of savings to be provided annually.

	Annual Savings
N/A	$0.00

Please provide a detailed description of the benefits that will be gained and how the proposed purchase/program/project aligns to the strategic plan.
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible. We need fuel to operate district vehicles which includes everything from school busses for transporting to students to staff vehicles.

How does the proposed purchase/program/project align with the District's strategic plan?
Proactively Monitor and Analyze District-Wide Resources to Inform Budget Allocations and/or Potential Adjustments

Return on Investment	
Start-up Costs	$0.00
Number years pay back	
Annual Revenue	$0.00
Cost Savings	$0.00
Less: Annual Recurring costs	$1,700,000.00
Net Annual Revenue	($1,700,000.00)
Pay Back Period	0.00 Years

Chief Financial Officer — Date: 10/30/17

Principal / Director — Date: 10.24.17

Cabinet Member — Date: 10/20/17

School Board of Brevard County
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way
Viera, Fl 32940-6601
Desmond K. Blackburn, Ph.D., Superintendent

November 28, 2017

Ken Marshall
Glover Oil Company Inc.
3109 S. Main Street
Melbourne, FL 32901

RE: **NOTICE OF AWARD**
ITB 18-B-021-NC: Diesel, Gasoline & Fuel Oils

Dear Mr. Marshall:

The School Board of Brevard County, Florida, meeting in official session on November 21, 2017 voted to award the item(s) noted and highlighted on the enclosed recommendation/tabulation to the following company:

Glover Oil Company, Inc. Melbourne, FL

The contract term is three years from November 21, 2017 with the option to renew annually for up to one additional two-year period. You may view the solicitation and all associated documents for this bid at: **http://www.demandstar.com/** or **http://www.myvendorlink.com**.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

If applicable, please provide certificate of insurance and W-9 as required per contract terms and conditions to the buyer listed below.

Please contact Nick Canjar, Buyer II at 321-633-1000 ext. 630 or by email at Canjar.James@Brevardschools.org if you should have any questions. Thank you for your continued interest in the School District of Brevard County.

Sincerely,

Ed Parker, CPPO, CPPB
Director of Purchasing and Warehouse Services

Enclosure
CC: Bid Folder

Ed Parker, CPPO, CPPB
Director - Office of Purchasing & Warehouse Services
Phone: (321) 633-1000 Ext. 645 · FAX: (321) 633-3618
Warehouse: (321) 633-3680 Ext. 14100 ▪ FAX: (321) 633-3698

2021 FROM ACCOUNT: 01-1100-510.52-30 THRU ACCOUNT: 423-4125-572.52-30

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-1100-512.52-30	FUEL OIL & LUBRICANTS			
001-1103-516.52-30	FUEL OIL & LUBRICANTS	450.00		450.00
001-1500-513.52-30	FUEL OIL & LUBRICANTS			
001-1510-536.52-30	FUEL OIL & LUBRICANTS			
001-1600-513.52-30	FUEL OIL & LUBRICANTS	802.00		802.00
001-1801-513.52-30	FUEL OIL & LUBRICANTS			
001-1805-513.52-30	FUEL OIL & LUBRICANTS			
001-2100-521.52-30	FUEL, OIL, & LUBRICANTS	124,442.00		124,442.00
001-2101-521.52-30	FUEL, OIL, & LUBRICANTS			
001-2132-524.52-30	FUEL, OIL & LUBRICANTS	1,224.00		1,224.00
001-2200-522.52-30	FUEL, OIL, & LUBRICANTS	2,291.00		2,291.00
001-2201-522.52-30	FUEL, OIL, & LUBRICANTS	24,508.00		24,508.00
001-3200-515.52-30	FUEL, OIL & LUBRICANTS	1,790.00		1,790.00
001-3205-559.52-30	FUEL OIL & LUBRICANTS			
001-3500-519.52-30	FUEL, OIL, & LUBRICANTS	606.00		606.00
001-3510-541.52-30	FUEL, OIL, & LUBRICANTS	10,705.00		10,705.00
001-3520-572.52-30	FUEL, OIL, & LUBRICANTS	26,197.00		26,197.00
001-3540-519.52-30	FUEL, OIL, & LUBRICANTS	2,120.00		2,120.00
001-3550-534.52-30	FUEL, OIL, & LUBRICANTS			
001-3560-519.52-30	FUEL, OIL, & LUBRICANTS	8,070.00		8,070.00
001-3580-519.52-30	FUEL, OIL, & LUBRICANTS	504.00		504.00
103-3240-554.52-30	FUEL OIL & LUBRICANTS			
104-3240-554.52-30	FUEL OIL & LUBRICANTS			
105-3240-554.52-30	FUEL OIL & LUBRICANTS			
107-3200-515.52-30	FUEL, OIL & LUBRICANTS	1,790.00		1,790.00
110-3230-559.52-30	FUEL OIL & LUBRICANTS			
111-3230-559.52-30	FUEL OIL & LUBRICANTS			
112-3230-559.52-30	FUEL OIL & LUBRICANTS			
421-1506-536.52-30	FUEL OIL & LUBRICANTS			
421-1515-536.52-30	FUEL OIL & LUBRICANTS	45,968.00		45,968.00
421-4010-536.52-30	FUEL OIL & LUBRICANTS	5,983.00		5,983.00
421-4020-536.52-30	FUEL OIL & LUBRICANTS	90,096.00		90,096.00
421-4025-536.52-30	FUEL OIL & LUBRICANTS	110,313.00		110,313.00
421-4055-536.52-30	FUEL OIL & LUBRICANTS	5,628.00		5,628.00
421-4120-536.52-30	FUEL OIL & LUBRICANTS	18,762.00		18,762.00
421-4125-536.52-30	FUEL OIL & LUBRICANTS	30,696.00		30,696.00
423-3570-538.52-30	FUEL OIL & LUBRICANTS	7,224.00		7,224.00
TOTALS:		520,169.00		520,169.00

Legislation Details (With Text)

File #:	20-691	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	10/2/2020			**In control:**	City Council
On agenda:	10/13/2020			**Final action:**	
Title:	Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $285,910.79, plus a Resolution for Contingency of $14,089.21, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Bid No. B-6-20-57.pdf Executed VA Paving Piggyback Contract Form.pdf RE Request Permission to Piggyback (B-6-20-57).msg Resolution - Total Construction Budget and City Manager Contingency Amount 10-13-20.pdf VA Paving Quote- City of Cocoa Annual Paving.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2020
Agenda Date: October 13, 2020
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer

Requested Action:
Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $285,910.79, plus a Resolution for Contingency of $14,089.21, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the City completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition and sidewalk trip hazards. The study is updated annually through the use of Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

Roadways included in the Fiscal Year 2021 paving plan include Hooper Rd., Gray Rd., Tulane Dr., Auburn Dr., Stanford Dr., State Dr., Calvados Dr., Cherbourg Rd., First St., Legion Ln., Otterbein Ave., Oleander St., Ridge Dr., and Ohio St. Please note that the scheduled roadways are subject to change, pending the observed conditions of roadways once milled. Due to unforeseen circumstances, roadways may be added or removed from this list.

These proposed roadways have deteriorated due to higher traffic volumes, repairs, and age. City Staff is seeking contingency of $14,089.21, in the event there are deficiencies uncovered during the construction process.

STRATEGIC PLAN CONNECTION:

Road repair and maintenance is essential in order to (1) preserve the road in its originally constructed condition, (2) protect adjacent resources and user safety, and (3) provide efficient, convenient travel along the route.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	NA

Milling and Paving of Streets

Amount Requested	$285,910.79
Account Number	001-3510-541.63-00 PW08SP_
Account Name	Infrastructure_

Allow City Manager to Approve Change Orders

Amount Requested	$14,089.21
Account Number	001-3510-541.63-00 PW08SP_
Account Name	Infrastructure

Not to exceed a total of $300,000.

PREVIOUS ACTION:

This project is part of the City’s annual repaving plan.

RECOMMENDED MOTION:

Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $285,910.79, plus a Resolution for Contingency of $14,089.21, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order.

Brevard County
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 17, 2020
B-6-20-57 Asphaltic Concrete

PROCUREMENT ANALYST: Debbie Feingold

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
V.A Paving, INC	Cocoa, FL	Yes	Per Attached Tabulation	$4,300,000 annually (Estimate only).
Preferred Materials, INC	Orlando, FL	Yes	Per Attached Tabulation	
C.W. Roberts Contracting, INC.	Palm City, FL	Yes	Per Attached Tabulation	
Goodson Paving, INC.	Cocoa, FL	Yes	Per Attached Tabulation	
Community Asphalt Corp	Vero Beach, FL	Yes	Per Attached Tabulation	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Dading Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; Daniel Blackburn, Public Works; Debbie Feingold, Purchasing Services

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 22, 2020 ENDING DATE: August 21, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) Year

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☒ Please provide performance and payment bonds as required.
☐ OTHER:

SW

Brevard County Purchasing Services

BID TABULATION SHEET

Bid Title: Asphaltic Concrete
Bid No: B-6-20-57

OPENING DATE & TIME: August 6, 2020 @ 2:00pm
POSTING TIME/DATE: August 10, 2020 THROUGH: August 14, 2020 @ 5pm

	V.A PAVING, INC		PREFERRED MATERIALS, INC.		C.W. ROBERTS CONTRACTING, INC.		GOODSON PAVING, INC		COMMUNITY ASPHALT CORP	
ASPHALTIC CONCRETE										
Superpave SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$81.00	TON	$89.09	TON	$107.75	TON	$96.40	TON	$146.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$117.75	TON	$126.20	TON	$172.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$157.75	TON	$162.00	TON	$172.00	TON
Superpave SP-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$78.00	TON	$85.09	TON	$102.50	TON	$95.40	TON	$139.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$112.50	TON	$124.90	TON	$159.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$152.50	TON	$155.60	TON	$166.00	TON
FRICTION COURSE										
Friction Course FC-5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$180.00	TON	$175.00	TON	$188.00	TON	$199.15	TON	$202.00	TON
Friction Course FC-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$110.00	TON	$125.00	TON	$137.50	TON	$126.05	TON	$199.00	TON
Friction Course FC-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$109.00	TON	$108.00	TON	$119.50	TON	$128.25	TON	$166.00	TON
SPEED HUMPS SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$575.00	TON	$750.00	TON	$2,000.00	TON	$426.00	TON	$365.00	TON
LESS THAN 25 TN PATCHINGSP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$500.00	TON	$750.00	TON	$415.00	TON	$342.00	TON	$352.00	TON
25-50 TN PATCHING SP 9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$300.00	TON	$500.00	TON	$255.00	TON	$295.60	TON	$268.00	TON
TACK FOB Gallon										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$12.00	GAL	NO BID	GAL	$5.50	GAL	NO BID	GAL	$21.00	GAL
PRIME										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1.00	SY	$1.00	SY	$0.75	SY	$0.80	SY	$1.00	SY
PRIM AND SAND										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$2.00	SY	$1.20	SY	$1.10	SY	$1.55	SY	$1.00	SY
SAND 3% HOT MIX										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1,000.00	TON	$500.00	TON	NO BID	TON	$375.00	TON	NO BID	TON
PARKING LOTS	$14.00	SY	$7.00	SY	NO BID	SY	$3.64	SY	NO BID	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5										
FOR PICK UP										
ROAD PAVING	$65.00	TON	$70.00	TON	$70.00	TON	NO BID	TON	$93.00	TON
TEMPORARY STRIPING										
Vendor Schedules and Provides										
ROAD PAVING	$5.00	L.F.	$2.00	L.F.	$4.50	L.F.	$6.00	L.F.	$4.00	L.F.
NIGHT WORK										
Cost Per Ton										
ROAD PAVING	$10.00	TON	$10.00	TON	$10.00	TON	$16.50	TON	$10.00	TON
COST FOR MILLING & CLEANUP										
SY 0-2,500 and Under										
ROAD PAVING	$5.00	SY	$5.00	SY	$4.75	SY	$6.37	SY	$7.00	SY
COST FOR MILLING & CLEANUP										
SY $2,501 - 5,000										
ROAD PAVING	$3.00	SY	$3.00	SY	$2.75	SY	$3.62	SY	$5.00	SY
COST FOR MILLING & CLEANUP										
SY 5,001 - 15,000										
ROAD PAVING	$2.75	SY	$2.10	SY	$2.75	SY	$3.38	SY	$4.00	SY
COST FOR MILLING & CLEANUP										
SY 15,001 and over										
ROAD PAVING	$2.50	SY	$2.10	SY	$2.75	SY	$3.10	SY	$4.00	SY
ASPHALT MILLINGS FOR PICKUP FOB AT PLANT										
ROAD PAVING	$75.00	TON	$35.00	TON	$17.50	TON	NO BID	TON	$13.00	TON
COST PER TON TO ADD ARAMID FIBER										
TO THE ASPHALT MIX										
FOR SPECIFIC PROJECTS ONLY										
ROAD PAVING	$10.00	TON	$15.00	TON	$10.00	TON	$15.00	TON	NO BID	TON

INTENT TO AWARD: All items will be awarded to V.A. Paving, Inc., Preferred Materials, Inc., C.W. Roberts Contracting, Inc., Goodson Paving, Inc., and Community Asphalt Corp to be utilitzed per job based on price and availabilty of each contractor with the above tabulation.

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Aprroval Initials

BREVARD County
RD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over $100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	$270,000.00
Asphaltic Concrete	Up to 5 years	$4,300,000.00
Automotive Parts	Up to 5 years	$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	$1,000,000.00
Cold in Place Recycling	Up to 5 years	$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	$100,000.00
Concrete Pipe	Up to 5 years	$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	$265,000.00
Electronics Waste Recycling Services	Up to 5 years	$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	$100,000.00
EMS Billing Services	Up to 5 years	$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	$100,000.00
Fire Rescue Equipment	Up to 5 years	$150,000.00
Floor Cleaning - Countywide	Up to 5 years	$167,000.00
Full Depth Reclamation	Up to 5 years	$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	$380,000.00
HVAC & Ice Machine Services	Up to 5 years	$200,000.00
HVAC for Maintenance	Up to 5 years	$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	$485,000.00
Janitorial Services - County Wide	Up to 5 years	$465,000.00
Janitorial Supplies	Up to 5 years	$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	$100,000.00
Marketing Services for SCAT	Up to 5 years	$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	$1,500,000.00
Office Supplies	Up to 5 years	$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	$3,000,000.00
Plans Examiner Services	Up to 5 years	$300,000.00
Plumbing Services	Up to 5 years	$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	$180,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	$140,000.00
Road Construction Materials	Up to 5 years	$4,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	$1,400,000.00
SAP Support Services	Up to 5 years	$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	$180,000.00
Soil Cement with Oil Injection	Up to 5 years	$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	$200,000.00
Temporary Employment Services	Up to 5 years	$250,000.00
Temporary Traffic Control Devices	Up to 5 years	$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	$335,000.00
Traffic Sign Materials	Up to 5 years	$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	$250,000.00
Transportation of Dead Bodies	Up to 6 years	$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	$200,000.00
Tree Trimming and Removal Services	Up to 5 years	$150,000.00
Trucking Services	Up to 5 years	$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	$100,000.00

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

V.A. Paving, Inc.
2955 Lake Dr
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 636-2565

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2147362

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Debra Mallard
NAME (*PRINTED*)

President
TITLE

8/6/2020
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

BOND DATA

CONTRACTOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the demandstar and VendorLink websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any Insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with

respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Brevard County Public Works Department, is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at Debbie.feingold@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at Debbie.feingold@brevardfl.gov. To be given consideration, such requests must be received in writing no later than July 30, 2020 @ 5pm.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 6, 2020 @ 2pm**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should

be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

A pre-bid meeting/walk through shall be held on July 23, 2020 @ 10:30am located in the Florida Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940. Interested Contractors are highly encouraged to attend this meeting. All contractors attending this pre-bid walk thru should meet in the Florida Room – 3rd Floor.

☐ **Mandatory** ☒ **Non-Mandatory**

Asphaltic Concrete
B-6-20-57
SCOPE OF SERVICES

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 327, 330, 334, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2020 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available with 72 hours of notification by the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County reserves the right to move to the next available contractor.

4. The asphalt contractor shall furnish all materials, equipment, labor and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The asphalt contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The asphalt contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per the Superpave Asphalt Concrete-Reinforcing Fiber in Asphalt Per Article 334-2.

5. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

6. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

7. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming).

8. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020. Roadways subject to straight edge requirements.

9. Contractor to place all asphalt mixtures by the string line method, per FDOT 330-6.1.1. Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

10. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2020 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

11. When required, the contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance

and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

12. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2020 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 23 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

16. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

17. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

18. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2020 edition.

19. Any "pushing" or "slipping" of the asphalt within a 12-month period after placement will be repaired at the contractor's expense.

20. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

21. Testing by the County may be required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power-screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2020 version). Cores may also be required to verify thickness.

22. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours' notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

23. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractor's responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

24. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners:

- Superpave 9.5 – 85,000 TONS
- Superpave 12.5 – 15,000 TONS
- FC 12.5 – 25,000 TONS

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 81.00 Ton	$115.00 Ton	$170.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.00 Ton	$115.00 Ton	$170.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 180.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$109.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$575.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$12.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$2.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$1,000.00 Ton	$14.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$65.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$5.00 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY		
	SY $2,501 - 5,000	$3.00 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.50 SY		
Asphalt Millings for Pickup FOB at Plant		$75.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$10.00 Ton		

Plant Locations:_____800 Cidco Rd Cocoa, FL 32926_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No.__1___Dated_7/28/2020_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? __X___YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____V.A. Paving ,Inc._____

ADDRESS____2955 Lake Dr Cocoa, FL 32926_____

AUTHORIZED SIGNATURE _____ DATE__8/6/2020

PRINTED SIGNATURE___Debra Mallard, President_____

TELEPHONE #___321-636-2565_____ FAX #__321-631-4541_____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Asphaltic Concrete
B-6-20-57

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

V.A. Paving, Inc.
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Debra Mallard
Name

President
Position

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (___)___-____, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____. ($_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number_____ dated _____ between Principal and Owner for construction of (project description) _____ _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any action instituted by a claimant under this bond for payment must be in accordance

with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20__.

Witness: _____
(Principal) (Seal)

_____ Its: _____
(Title)

Witness: _____
(Surety) (Seal)

_____ Its_____
(Title)

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 12/2019 to present
Description of Services: Road Resurfacing
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-219
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 617-7202 Fax #: 633-2170
Contact Person: Craig Kupec Email: Craig.Kupec@brevardfl.gov

Ref #2. Customer/Client: City of Melbourne
Date of Services: 9/2019 to present
Description of Services: Road Resurfacing
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #: 321-608-5135
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #3. Customer/Client: City of Palm Bay
Date of Services: 8/2019 to January 2020
Description of Services: Road Resurfacing
Street Address: 1050 Malabar Rd
City, State, ZIP Code: Palm Bay, Fl 32907
Telephone #: (321) 917-3430 Fax #: 321-952-3424
Contact Person: Frank Watanabe Email: Frank.Watanabe@palmbayflorida.org

Ref #4. Customer/Client: City of Titusville
Date of Services: 06/2020 to present
Description of Services: Road Resurfacing
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: (321) 383-5815 Fax #: (321) 383-5628
Contact Person: Vanessa Maldonado Email: Vanessa.Maldonado@Titusville.com

Ref #5. Customer/Client: Space Florida
Date of Services: 05/2020 to present
Description of Services: Road Resurfacing
Street Address: 505 Odyssey Way, Suite 300
City, State, ZIP Code: Exploration Park, FL 32953
Telephone #: (321) 730-5301 Fax #: (321) 730-5307
Contact Person: Bunti Patel Email: Bunti.Patel@aecom.com

CONTRACTOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Dr Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
TELEPHONE # 321-636-2565 FAX# 321-631-4541 DATE 8/6/2020
EMAIL: debra.mallard@vapaving.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Debra Mallard, who, being by me first duly sworn, made the following statement:

1. The Business address of V.A. Paving, Inc. (name of Contractor) is 2955 Lake Dr Cocoa, FL 32926

2. My relationship to V.A. Paving, Inc. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. V.A. Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature
Debra Mallard, President

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:
7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

Aramid Properties	**Measure**
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm^3)
Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: $\geq$ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: $\geq$ 270°F
    b. Aramid: $\geq$ 800°F
7. Acid/Alkali Resistance: Inert

Detail by Entity Name

Florida Profit Corporation
V. A. PAVING, INC.

Filing Information

Document Number	F59465
FEI/EIN Number	59-2147362
Date Filed	12/23/1981
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/27/2001
Event Effective Date	NONE

Principal Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Mailing Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Registered Agent Name & Address

MALLARD, DEBRA D
2955 LAKE DR
COCOA, FL 32926

Name Changed: 02/23/2011

Address Changed: 01/04/2006

Officer/Director Detail

Name & Address

Title VSD

HART, TERRI M

4108 FISHERMANS PLACE
COCOA, FL 32926

Title VTD

MALLARD, ARNOLD A JR
2125 DALE LANE
COCOA, FL 32926

Title PD

MALLARD, DEBRA D
755 Adamson Road
COCOA, FL 32926

Annual Reports

Report Year	Filed Date
2018	01/11/2018
2019	02/21/2019
2020	02/03/2020

Document Images

02/03/2020 -- ANNUAL REPORT	View image in PDF format
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02/25/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
02/28/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/21/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
06/30/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
12/27/2001 -- Amendment	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
03/24/2000 -- ANNUAL REPORT	View image in PDF format
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02/05/1998 -- ANNUAL REPORT	View image in PDF format
01/21/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format

01/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

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Vendor Search

Vendor Search

How do I use this tool? Search Help Documents

Maximum Results: 25

Use Advanced Search

Vendor Name: V.A. Paving

Email Address:

Last Name:

User Name:

Search Reset

No search results were found. Please try a different search.

Vendor Name First Name Last Name Phone Email

Prev Page Next Page

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

V. A. Paving, Inc.
DUNS: 063896807 CAGE Code: 0CYK4
Status: Active
Expiration Date: 10/03/2020
Purpose of Registration: All Awards

2955 Lake Dr
Cocoa, FL, 32926-4334 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: V. A. Paving, Inc.
Business Type: Business or Organization
Last Updated By: Debra Mallard
Registration Status: Active
Activation Date: 10/04/2019
Expiration Date: 10/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act**: (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:
In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:
The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:
The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:
The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

Aramid Properties	**Measure**
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm^3)
Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: ≥ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: ≥ 270ºF
    b. Aramid: ≥ 800ºF
7. Acid/Alkali Resistance: Inert

ASPHALTIC CONCRETE **BID # B-6-20-57**		**PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____

TELEPHONE #_____ FAX #_____

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE**:	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 343-7445

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
58-1401468

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X DocuSigned by: Lonnie Schaub
8D28A17058AC4FC...
AUTHORIZED SIGNATURE (*MANUAL*)

Lonnie Schaub
NAME (*PRINTED*)

Vice President — TITLE
08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.
Personally known: ☒
Or produced identification: ☐ Type of ID:_____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Tamara Albright
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	**FINANCIAL CLASS**	**BOND AMOUNT UP TO:**	**FINANCIAL CLASS**
$ 1,000,000	**I**	**$ 25,000,000**	**V**
$ 2,000,000	**II**	**$ 50,000,000**	**VI**
$ 5,000,000	**III**	**$ 100,000,000**	**VII**
$ 10,000,000	**IV**		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Preferred Materials, Inc.	B-6-20-57 - Asphaltic Concrete
Business Name	Bid Number and Name
DocuSigned by: Lonnie Schaub 2A48B28A17058AC4FC...	08/06/2020
Authorized Representative's Signature	Date
Lonnie Schaub	Vice President
Name	Position

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Osceola County Board of County Commissioners
Date of Services: 2016 - present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 1 Courthouse Square
City, State, ZIP Code: Kissimmee, FL
Telephone #: (407) 742-2000 Fax #:
Contact Person: Heidi Lockwood Email: heidi.lockwood@osceola.org

---

Ref #2. Customer/Client: Central Florida Expressway Authority
Date of Services: 04/2019 to present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 4974 ORL Tower Road
City, State, ZIP Code: Orlando, FL 32807
Telephone #: (407) 690-5000 Fax #:
Contact Person: Ben Dreiling Email: ben.dreiling@cfxway.com

Ref #3. Customer/Client: Florida Department of Transportation
Date of Services: 2018 - 2020
Description of Services: Asphalt Milling & Resurfacing
Street Address: P.O. Box 613069
City, State, ZIP Code: Ocoee, FL 34761
Telephone #: (407) 532-3999 Fax #:
Contact Person: Brian Qualls Email: bqualls@elipsisec.com

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Preferred Materials, Inc.
ADDRESS 1806 33rd Street, Suite 150, Orlando, FL 32839
PRINTED SIGNATURE Lonnie Schaub
AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...
TELEPHONE # 407-343-7445 FAX# 407-839-1458 DATE 08/06/2020
EMAIL: lonnie.schaub@preferredmaterials.com

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Lonnie Schaub, who, being by me first duly sworn, made the following statement:

1. The Business address of Preferred Materials, Inc. (name of Contractor) is

   ·1806 33rd Street, Suite 150, Orlando, FL 32839

2. My relationship to Preferred Materials, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, (vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

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that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Preferred Materials, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

DocuSigned by:
Lonnie Schaub
8D28A17058AC4FC...
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$__89.09___Ton	$__150.00__Ton	$___225.00__Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$__85.09___Ton	$__150.00__Ton	$__ 225.00__Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$__175.00__Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$__125.00__Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$__108.00__Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$__500.00__Ton		
TACK FOB Gallon	FOB GALLON	$__N/A ____Gal		
PRIME	Vendor Delivered, Vendor Placed	$__1.00____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$__1.20____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$__500.00__Ton	$__7.00_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$__70.00___Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$__2.00____L.F.		
Night Work	Cost per ton	$__10.00___Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$__5.00_____SY		
	SY $2,501 - 5,000	$__3.00_____SY		
	SY 5,001 to 15,000	$__2.10_____SY		
	SY 15,001 and over	$__2.10_____SY		
Asphalt Millings for Pickup FOB at Plant		$__35.00___Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$__15.00___Ton		

Plant Locations: Melbourne, Kissimmee and Winter Springs, FL

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07/28/20 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / __X___NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150. Orlando, FL 32839

AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...

PRINTED SIGNATURE Lonnie Schaub, Vice President DATE 08/06/20

TELEPHONE # (407) 343-7445 FAX # (407) 839-1458

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Preferred Materials, Inc.
DUNS: 809022671 CAGE Code: 7EK24
Status: Active
Expiration Date: 11/13/2020
Purpose of Registration: All Awards

4636 Scarborough Dr
Lutz, FL, 33559-8506 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Preferred Materials, Inc.
Business Type: Business or Organization
Last Updated By: Ashley Turner
Registration Status: Active
Activation Date: 11/14/2019
Expiration Date: 11/13/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	Preferred Materials
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	112758800
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 21, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Other Non-Profit / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 04/28/2015
Accepted By:	Ashley Turner

Contacts

View Contact List

Locations

024 Preferred Materials, Inc. Status: AC Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

Filing Information

Document Number	F07000005569
FEI/EIN Number	26-1171248
Date Filed	11/09/2007
State	DE
Status	INACTIVE
Last Event	WITHDRAWAL
Event Date Filed	06/10/2011
Event Effective Date	NONE

Principal Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Mailing Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Registered Agent Name & Address

NONE

Officer/Director Detail

Name & Address

Title PD

DUKE, ROBERT F
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

MILLER, WILLIAM B

375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title ST

BROWN, CHARLIE
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

LAING, KENNETH C
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title DIR

MERGENS, RICHARD
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title AS

HICKMAN, GARY P
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Annual Reports

Report Year	Filed Date
2009	06/24/2009
2010	04/20/2010
2011	04/11/2011

Document Images

06/10/2011 -- Withdrawal	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
08/30/2010 -- Merger	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
06/24/2009 -- ANNUAL REPORT	View image in PDF format
06/22/2009 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
11/09/2007 -- Foreign Profit	View image in PDF format

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: Debbie Feingold (321) 617-7390 Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Goodson Paving, Inc
430 Cidco Road
Cocoa, FL 32924

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — TITLE

8/6/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of Aug 2020.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

FL

SIGNATURE OF NOTARY PUBLIC

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

STATE NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118866
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

e items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	96.4	126.2	162
Superpave SP-12.5	Vendor Delivered, Vendor Placed	95.4	124.9	155.6
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	199.15		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	126.05		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	128.25		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	426		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	342		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	295.6		
TACK FOB Gallon	FOB GALLON	NO BID		
PRIME	Vendor Delivered, Vendor Placed	0.8		
PRIM AND SAND	Vendor Delivered, Vendor Placed	1.55		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	375	3.64	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	NO BID		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	6		
Night Work	Cost per ton	16.5		
Cost for Milling & Clean Up	SY 0-2,500 and under	6.37		
	SY $2,501 - 5,000	3.62		
	SY 5,001 to 15,000	3.38		
	SY 15,001 and over	3.1		
Asphalt Millings for Pickup FOB at Plant		NO BID		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		15		

Plant Locations: VA PAVING, 800 Cidco Road, Cocoa - PREFERRED ASPHALT, 6210 N. US1, Melbourne

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07.28.2020 Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? _____YES / X NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR__Goodson Paving, Inc

ADDRESS__630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

DATE_August 6, 2020

PRINTED SIGNATURE__Travis Goodson

TELEPHONE #_321.631.5523 FAX #_321.639.0497

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Travis Goodson
Name

Vice President
Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: W & J Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1005 Viera Blvd Suite 202
City, State, ZIP Code: Rockledge FL 32955
Telephone #: 321-632-7660 Fax #: 321-632-5927
Contact Person: Erik Costine Email: erik@wjconstruction.com

Ref #2. Customer/Client: MK Williams Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: 321-751-5750 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email: mikejr@mkwilliams.com

---

Ref #3. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1121 N. Atlantic Ave #102
City, State, ZIP Code: Cape Canaveral, FL 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Bruce Simmonds Email: rsimmonds@dwilnet.com

Ref #4. Customer/Client: Brevard County Road & Bridge
Date of Services: 1988 - Present
Description of Services: County Contractor
Street Address: 1725 Judge Fran Jamieson Way
City, State, ZIP Code: Viera FL 32940
Telephone #: 321-690-6815 Fax #: 321-690-6841
Contact Person: Bruce Black Email: Bruce.Black@brevardcounty.us

---

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Goodson Paving, Inc
ADDRESS 630 Cidco Road, Cocoa, FL 32926
PRINTED SIGNATURE Travis Goodson
AUTHORIZED SIGNATURE
TELEPHONE # 321-631-5523 FAX# 321-639-0497 DATE 8/6/2020
EMAIL: goodsonpaving@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Travis Goodson, who, being by me first duly sworn, made the following statement:

1. The Business address of Goodson Paving, Inc (name of Contractor) is 930 Cidco Road Cocoa, FL 32924
2. My relationship to Goodson Paving, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Goodson Paving, Inc (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Goodson Paving, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

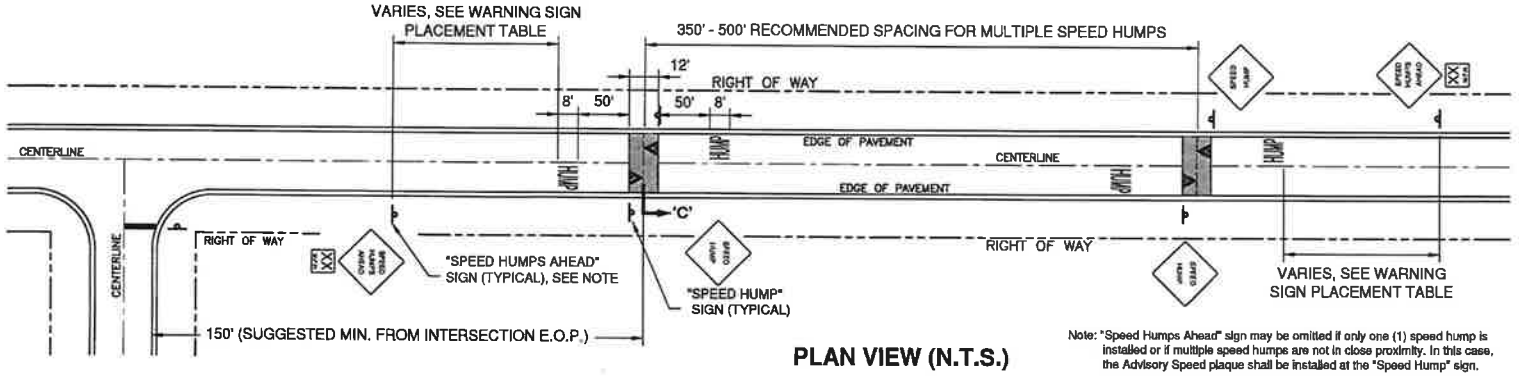
Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

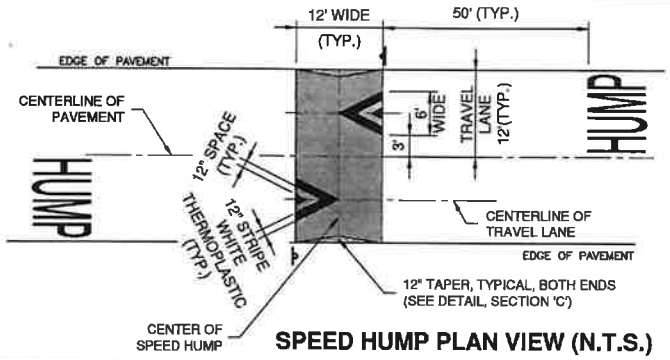


PLAN VIEW (N.T.S.)

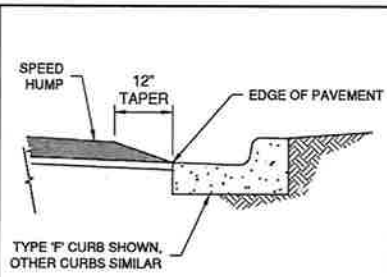
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

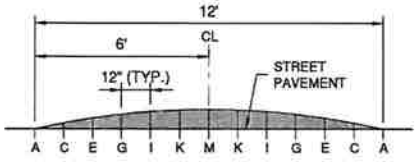
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

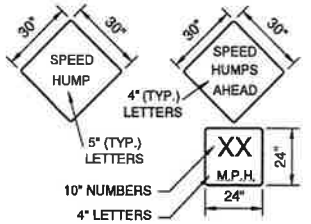


SECTION 'C' (N.T.S.)



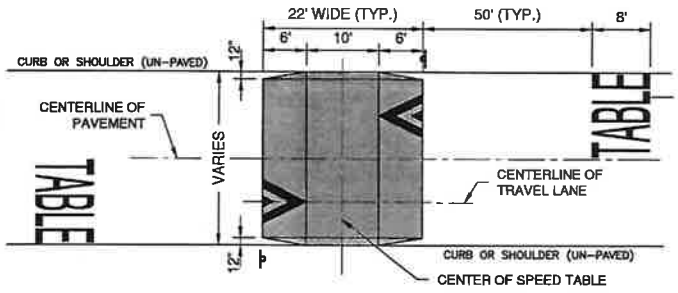
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

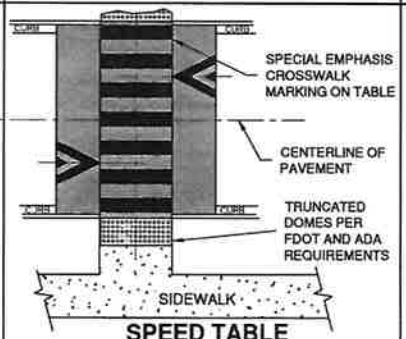


MUTCD REF. W17-1 (MODIFIED) AND W13-1

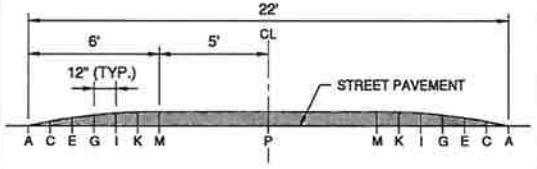
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

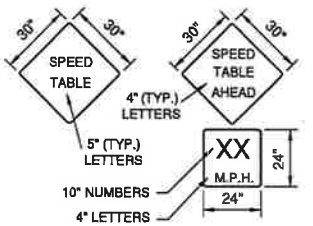


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE									
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.6	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D. CHECKED BY: C. GUMM	DATE: REVISION: BY: 1. 2. 3. 4.	PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 3695 JUDGE FRAN JAMIESON WAY, RM. 811, MELBOURNE, FL 32940 Ph. (321) 633-2077, Fax (321) 637-5471	PREPARED FOR: PUBLIC WORKS DEPT. BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	DATE: AUG 2016	SPEED HUMP DETAILS	SHEET: 01 OF 01

CORRINA K. GUMM FLE 62504 LICENSED PROFESSIONAL ENGINEER
Corrina Gumm 8-4-2016
STATE OF FLORIDA

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	IN / 02/24/2012
Inactive Reason:	DMS Request - No reason provided
Vendor Name:	GOODSON PAVING
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	061992343
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Apr 17, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 03/17/2008
Accepted By:	Tom Goodson

Contacts

View Contact List

Locations

002 GOODSON PAVING Status: IN Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Detail by Entity Name

Florida Profit Corporation
GOODSON PAVING, INC.

Filing Information

Document Number	M70222
FEI/EIN Number	59-2872065
Date Filed	02/26/1988
State	FL
Status	ACTIVE

Principal Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Mailing Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Registered Agent Name & Address

GOODSON, TOMMY
620 CIDCO RD
COCOA, FL 32927

Address Changed: 04/07/2000

Officer/Director Detail

Name & Address

Title PD

GOODSON, TOMMY
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title S

GOODSON, EVELYN L.
1175 TUCKAWAY DRIVE
ROCKLEDGE. FL 32955

Title VP

GOODSON, TRAVIS L
1145 TUCKAWAY DR.
ROCKLEDGE, FL 32955

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	01/08/2019
2020	01/14/2020

Document Images

01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
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01/06/2012 -- ANNUAL REPORT	View image in PDF format
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02/24/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
10/01/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
03/16/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format
03/24/2005 -- ANNUAL REPORT	View image in PDF format
03/12/2004 -- ANNUAL REPORT	View image in PDF format
02/25/2003 -- ANNUAL REPORT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
04/07/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
03/09/1998 -- ANNUAL REPORT	View image in PDF format
04/22/1997 -- ANNUAL REPORT	View image in PDF format
04/15/1996 -- ANNUAL REPORT	View image in PDF format
03/21/1995 -- ANNUAL REPORT	View image in PDF format

View assistance for SAM.gov

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: GOODSON PAVING, INC.*

Total records:0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for GOODSON PAVING, INC.* returned the following results...

No records found.

Result Page: Save PDF Export Results Print

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(786) 418-3576

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2023298

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

08/06/2020
NAME (*PRINTED*)

Corporate Vice President — TITLE
08/06/20 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ■

Or produced identification: ☐ Type of ID: ----------

Sandra Elizondo — SIGNATURE OF NOTARY PUBLIC
Florida — STATE

Sandra Elizondo
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ■ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ■ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ■ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ■ Confirmation of Drug Free Workplace Form
- ■ Reference Form
- ■ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 146.00 Ton	$ 172.00 Ton	$ 172.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 139.00 Ton	$ 159.00 Ton	$ 166.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 202.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 199.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$ 166.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 365.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 352.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 268.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 21.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ N/A Ton	$ N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 93.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 4.00 L.F.		
Night Work	Cost per ton	$ 10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 7.00 SY		
	SY $2,501 - 5,000	$ 5.00 SY		
	SY 5,001 to 15,000	$ 4.00 SY		
	SY 15,001 and over	$ 4.00 SY		
Asphalt Millings for Pickup FOB at Plant		$ 13.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$ N/A Ton		

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard, Vero Beach, FL 32967

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated July 28, 2020 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

Not Applicable

Does your company accept payment via ACH? X YES / _____ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Ashalt Corp.

ADDRESS 2975 Industrial Blvd. Vero Beach, FL 32967

AUTHORIZED SIGNATURE _____ DATE 08/06/20

PRINTED SIGNATURE Manuel Aguiar

TELEPHONE # 786-418-3476 FAX # 305-829-8772

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Community Asphalt Corp.	ITB-B-6-20-57-0-2020/DF: Asphaltic Concrete
Business Name	Bid Number and Name
	08/06/20
Authorized Representative's Signature	Date
Manuel Aguiar	Corporate Vice Presiedent
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Indian River County
Date of Services: 2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1800 27th Avenue
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: 772-226-1416 Fax #: 772-770-5140
Contact Person: Jeff Hoffman Email: jhoffman@ircgov.com

Ref #2. Customer/Client: City of Cape Coral
Date of Services: 2018-2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1015 Cultural Park Blvd.
City, State, ZIP Code: Cape Coral, FL 33990
Telephone #: 239-574-0839 Fax #:
Contact Person: Trina Chamners Email: tchamnes@capecoral.net

Ref #3. Customer/Client: Lee County Board of County Comissioners
Date of Services: 2019-2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2115 Second, Street, 1st Floor
City, State, ZIP Code: Fort Myers, FL 33901
Telephone #: 239-533-8881 Fax #:
Contact Person: Jake Bond Email: jbond@leegov.com

Ref #4. Customer/Client: City of Sanibel
Date of Services: 2019
Description of Services: Asphalt Paving Resurfacing
Street Address: 800 Dunlop Road
City, State, ZIP Code: Sanibel, FL 33957-4096
Telephone #: 239-472-6397 Fax #:
Contact Person: John Mort Email: John.Mort@sanibel.com

Ref #5. Customer/Client: Florida Department of Transportation
Date of Services: 2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2981 NE Pine Road
City, State, ZIP Code: Cape Coral, FL 33909
Telephone #: 239-985-7851 Fax #:
Contact Person: Tom Pegues Email: Thomas.Pegues@dot.state.fl.us

---

CONTRACTOR NAME Community Asphalt Corp.
ADDRESS 2975 Industrial Boulevard
PRINTED SIGNATURE
AUTHORIZED SIGNATURE Manuel Aguiar
TELEPHONE # 786-418-3476 FAX# 305-829-8772 DATE 08/06/20
EMAIL: Manuel.Aguiar@ohlna.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared

Manuel Aguiar, who, being by me first duly sworn, made the following statement:

1. The Business address of Community Asphalt Corp. (name of Contractor) is .

2. My relationship to Manuel Aguiar (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Manuel Aguiar (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 8th day of August, 2020.

Sandra Elizondo
Notary Public
Sandra Elizondo
My commission expires:
August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOT APPLICABLE

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP.
9675 NORTHWEST 117TH AVENUE STE 108
MIAMI FL 33178

LICENSE NUMBER: CGC1521192

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

AON RISK SERVICES

July 23, 2020

Brevard County Purchasing Services
2725 Judge ran Jamieson Way
Bldg. C, 3rd floor, suite C-303
Viera, FL 32940

REF: Asphaltic Concrete ITB-B-6-20-57-0-2020/DF

To whom it may concern,

As the authorized broker for Community Asphalt Corp. Aon Risk Services Northeast, Inc. we can confirm that Community Asphalt Corp. maintains the below insurances.

Policy	Limits	Carrier
Workers Compensation	$1M Per Occurrence	The Charter Oak Fire Ins. Co.
Auto Liability	$2M Combined Single Limit	Travelers Property & Casualty Co of America
General Liability	$2M Per Occurrence /$4M Aggregate	Travelers Indemnity Co.

If you have any questions regarding or require additional information, please feel free to contract us.

Sincerely,

AON RISK SOLUTIONS
Karen Carratura

Karen Carratura
Account Specialist II
516-396-4332
Construction Services Group

Aon Risk Services, Inc. | Aon Construction Services Group
One Liberty Plaza | New York, NY 10006
t: (212) 441.1396 | **f:** (516) 681-7390
w: www.karen.carratura@aon.com

Detail by Entity Name

Florida Profit Corporation
COMMUNITY ASPHALT CORP.

Filing Information

Document Number	688538
FEI/EIN Number	59-2023298
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Mailing Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., STE 4
TALLAHASSEE, FL 32301

Name Changed: 04/22/2016

Address Changed: 04/22/2016

Officer/Director Detail

Name & Address

Title Corporate Vice President

AGUIAR, MANUEL
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Executive Vice President

HICKEY, DONALD
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Asst. Secretary

Mahoney, Megan
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Director, CEO

Patel, Ashok R.
9675 NW 117 AVENUE
108
MIAMI, FL 33178

Title Secretary

Pereira, Cesar F.
26-15 Ulmer Street
College Point, NY 11354

Title Director

Fernandez Gallar, Jose Antonio
Paseo de la Castellana 250 D
Torre Espacio
Madrid 28046 ES

Title CFO

Saitzyk, Martin W.
26-15 Ulmer St.
College Point, NY 11354

Title COO

Ruiz Andujar, Daniel
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2019	02/15/2019
2019	04/12/2019
2020	06/05/2020

Document Images

06/05/2020 -- ANNUAL REPORT	View image in PDF format
10/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
08/05/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
06/28/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
06/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
08/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
06/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
05/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- Reg. Agent Change	View image in PDF format
04/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/27/2015 -- ANNUAL REPORT	View image in PDF format
07/28/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
12/18/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2012 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
02/11/2009 -- ANNUAL REPORT	View image in PDF format
03/07/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
12/14/2006 -- Reg. Agent Change	View image in PDF format
10/05/2006 -- Reg. Agent Change	View image in PDF format
07/25/2006 -- Amended and Restated Articles	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
12/02/2005 -- Amendment	View image in PDF format
01/19/2005 -- Amendment	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format

04/02/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
06/13/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&

Community Asphalt Corp

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&s
Community Asphalt Corp
Community Asphalt Corp
COMMUNITY ASPHALT CORP.

Showing 1 to 4 of 4 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC / 02/24/2012
Vendor Name:	Community Asphalt Corp
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Jul 11, 2016
Business Designation	Corporation
	Primary Place of Business: FL

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 12/10/09 1:15 PM
Registered for VBS: Yes, Date participated: 12/10/09 1:15 PM
Solicitation/Sales Contact EMail: esandra@cacorp.net

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 01/12/2010
Accepted By:	Sandra Elizondo

Contacts

View Contact List

Locations

011 Community Asphalt Corp. Status: AC Details

[-] Commodity Codes

81101700 Electrical and electronic engineering
81101800 Chemical engineering
81101900 Oil and gas engineering
81102000 Mining engineering

81102100 Ocean engineering
81102200 Transportation engineering
81102300 Aeronautical engineering
81102400 Electrical power transmission engineering
81102500 Permitting services
81102600 Sampling services
81102700 Instrumented control systems design and engineering services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Community Asphalt Corp.
DUNS: 055217699 CAGE Code: 1H6A4
Status: Active
Expiration Date: 06/15/2021
Purpose of Registration: All Awards

9675 Nw 117th Ave Ste 108
Miami, FL, 33178-1244 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Community Asphalt Corp.
Business Type: Business or Organization
Last Updated By: Sandra Elizondo
Registration Status: Active
Activation Date: 06/15/2020
Expiration Date: 06/15/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SUBMIT SEALED BID TO:			INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940		Brevard COUNTY Purchasing Services	**Bid Acknowledgment**
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov	(321) 617-7390 Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
C.W. Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL 34990

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(772) 288-0951

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-1683951

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

W. Todd Castleberry
NAME (*PRINTED*)

Vice President — TITLE

08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 20 20.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Wanda Sue Smart — SIGNATURE OF NOTARY PUBLIC

Florida — STATE

Wanda Sue Smart
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

My commission expires: 04/25/2022

(AFFIX SEAL or STAMP)

CORPORATE SEAL

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE BID # B-6-20-57	REVISED PRICE SHEET			
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$107.75 Ton	$117.75 Ton	$157.75 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$102.50 Ton	$112.50 Ton	$152.50 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$188.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$137.50 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$119.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$2,000.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$415.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$255.00 Ton		
TACK FOB Gallon	FOB GALLON	$5.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.10 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$N/A Ton	$N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$70.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$4.50 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$4.75 SY		
	SY $2,501 - 5,000	$2.75 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.75 SY		
Asphalt Millings for Pickup FOB at Plant		$17.50 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY** *		$10.00 Ton		

Plant Locations:8530 SW Jayme Way, Palm City, FL 34990; 806 NW 9th Street, Okeechobee, FL 34972

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET
(Continued)

Addendum Acknowledgment:

Add. No._1____Dated_07/28/2020 __ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

No prompt payment discount will apply.

Does your company accept payment via ACH? _X__YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR: C.W. Roberts Contracting, Inc.

ADDRESS: 8530 SW Jayme Way

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE W. Todd Castleberry DATE 08/06/2020

TELEPHONE # (772) 288-0951 FAX # (772) 288-0983



Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

C. W. Roberts Contracting, Inc.	B-6-20-57; Asphaltic Concrete
Business Name	Bid Number and Name
Authorized Representative's Signature	08/06/2020
	Date
W. Todd Castleberry	Vice President
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Martin County Board of County Commissioners
Date of Services: 04/01/2017 - 03/31/2020
Description of Services: Annual Paving & Drainage in Martin County
Street Address: 2401 SE Monterey Road
City, State, ZIP Code: Stuart, FL 34996
Telephone #: (772) 288-5430 Fax #: (772) 288-5789
Contact Person: Ken Vreeland Email: kvreelan@martin.fl.us

Ref #2. Customer/Client: Florida Department of Transportation
Date of Services: 03/12/2014 - 03/11/2016
Description of Services: Annual Miscellaneous Paving in Martin, St. Lucie, and Indian River Counties
Street Address: 3400 W. Commercial Blvd
City, State, ZIP Code: Ft. Lauderdale, FL 33309-3421
Telephone #: (772) 429-4817 Office; (561) 756-1854 Cell Fax #:
Contact Person: Barry Rawdon Email: barry.rawdon@dot.state.fl.us

Ref #3. Customer/Client: City of Vero Beach
Date of Services: 08/09/2017 - 08/08/2019
Description of Services: Street Resurfacing Project (Miscellaneous Asphalt Repairs in the City of Vero Beach)
Street Address: PO Box 1389
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: (772) 978-4872 Fax #: (772) 770-5836
Contact Person: Don Dexter Email: ddexter@covb.org

Ref #4. Customer/Client: Floridian National Golf Club
Date of Services: 06/06/2014 - 11/16/2017
Description of Services: Complete sitework including preparation & installation of Asphaltic Concrete
Street Address: 3700 SE Floridian Drive
City, State, ZIP Code: Palm City, FL 34990
Telephone #: (772) 781-5010 Fax #: (772) 781-1631
Contact Person: Christy Zsiros Email: Cziros@thefloridian.com

Ref #5. Customer/Client: City of Port St. Lucie
Date of Services: 06/05/2017 - 02/19/2018
Description of Services: Full Depth Reclamation, Asphaltic Paving, Sidewalk Reconstruction (Rosser Blvd), Drainage
Street Address: 121 SW Port St. Lucie Bolvd
City, State, ZIP Code: Port St. Lucie, FL 34984
Telephone #: (772) 692-4344 Fax #:
Contact Person: Gary Jones (Captec Engineering) Email: gjones@gocaptec.com

CONTRACTOR NAME C.W. Roberts Contracting, Inc.
ADDRESS 8530 SW Jayme Way, Palm City, FL 34990
PRINTED SIGNATURE W. Todd Castleberry
AUTHORIZED SIGNATURE
TELEPHONE # (772) 288-0951 FAX# (772) 288-0983 DATE 08/06/2020
EMAIL: RSlone@cwrcontracting.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared W. Todd Castleberry, who, being by me first duly sworn, made the following statement:

1. The Business address of C.W. Roberts Contracting, Inc. (name of Contractor) is 8530 SW Jayme Way, Palm City, FL 34990

2. My relationship to C.W. Roberts Contracting, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. C.W. Roberts Contracting, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 04/25/2022

(AFFIX SEAL IN STAMP)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: We are bidding this project

PLEASE PRINT

COMPANY NAME C.W. Roberts Contracting, Inc.

COMPANY ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

TELEPHONE NUMBER (772) 288-0951

PRINTED SIGNATURE W. Todd Castleberry, Vice President

AUTHORIZED SIGNATURE W. Todd Castleberry

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Florida Department of State DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

Filing Information

Document Number	493846
FEI/EIN Number	59-1683951
Date Filed	01/19/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2020
Event Effective Date	NONE

Principal Address

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

Mailing Address

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

Registered Agent Name & Address

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

Officer/Director Detail

Name & Address

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

Palmer, Alan
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Fleming III, Ned N
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title CEO

Owens, Charles E
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP, Asst. Secretary, Treasurer

Matteson, Mark R
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Savoy, Stuart
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Riley, Chris
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

STRAIN, JAMES(JIMMY) A
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.

P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	01/10/2019
2020	01/07/2020

Document Images

05/08/2020 -- Amendment	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
07/15/2019 -- Amendment	View image in PDF format
04/02/2019 -- Amendment	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
08/14/2018 -- Amendment	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
03/28/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/08/2014 -- ANNUAL REPORT	View image in PDF format
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02/16/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- Merger	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
03/24/2000 -- ANNUAL REPORT	View image in PDF format
02/17/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
02/03/1997 -- ANNUAL REPORT	View image in PDF format
02/22/1996 -- ANNUAL REPORT	View image in PDF format

04/07/1995 -- ANNUAL REPORT	View image in PDF format



Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

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TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.
P.O. BOX 16279

TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

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03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
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03/24/2000 -- ANNUAL REPORT	View image in PDF format
02/17/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
02/03/1997 -- ANNUAL REPORT	View image in PDF format
02/22/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

C. W. Roberts Contracting, Incorporated
DUNS: 094593589 CAGE Code: 0CHA7
Status: Active
Expiration Date: 12/03/2020
Purpose of Registration: All Awards

3372 Capital Cir NE
Tallahassee, FL, 32308-3710 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: C. W. Roberts Contracting, Incorporated
Business Type: Business or Organization
Last Updated By: Christopher Riley
Registration Status: Active
Activation Date: 12/04/2019
Expiration Date: 12/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order

C.W. Roberts Contracting, Inc.

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order
C.W. Roberts Contracting, Inc.

Showing 1 to 2 of 2 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	C.W. Roberts Contracting, Inc.
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	http://www.cwrcontracting.com/
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 11, 2019
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 5/15/18 9:49 AM
Registered for VBS: Yes, Date participated: 5/15/18 9:49 AM
Solicitation/Sales Contact EMail: bflowers@cwrcontracting.com

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 05/15/2018
Accepted By:	Bob Flowers

Contacts

View Contact List

Locations

005 Corporate Office Status: AC Details

[-] Commodity Codes

30121600 Asphalts
72141000 Highway and road construction services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Asphaltic Concrete
B-6-20-57
July 28, 2020
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **QUESTION:** Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

1. **RESPONSE:** Performance Bonds will be required for streets that exceed $100,000 of cost under items collectively performed by one contractor. It is estimated that there are approximately 20 streets county-wide with an aggregate of $6.7 million in costs which meet this criteria.

2. **QUESTION:** On Page 8 Note No. 1 Contract Period of the Asphaltic Concrete Bid # B-6-20-57 Special Conditions it states "The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods". Is the Price Sheet for the Asphaltic Concrete Bid # B-6-20-57 for the first year of this agreement?

   RESPONSE: The price sheet included in the bid package is for the entire contract. The price sheet is based off of the API.

3. **QUESTION:** Will there be an opportunity to address cost increases for extended years?

   RESPONSE: The cost increases and/or decreases are based on the API. Increases and/or decreases are evaluated when a change of 5% occurs in either direction. The contractor(s) will send in a request to raise the cost. Additionally, if price adjustments are required, the criteria on the price adjustment sheet and FDOT Specs, Section 9-2.1.1 will be followed.

4. **QUESTION:** Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   RESPONSE: Yes, the FOT Fuel and Bituminous Average Price Index is used for this contract.

5. **QUESTION:** On Page 10 Note No. 8, of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Corrections on. "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020"". How does a Contractor get paid for these additional costs incurred for these unforeseen correction conditions?

2. **RESPONSE:** This is referring to the corrections in the pavement and not the base, there is no cost to the County.

6. **QUESTION:** On Page 11 Note No. 13 of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "The County will make award in accordance with General Conditions #23 on the following:..... What is General Conditions #23?

   RESPONSE: This statement is referring to the General Conditions, Terms, and Provisions located on Page 3, item # 23 – AWARDS.

7. **QUESTION:** On Page 12 Note No. 24 Estimated Quantities/Usages of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5 – 85,000 TONS; Superpave 12.5 – 15,000 TONS; FC12.5 – 25,000 TONS". How much of the Superpave 9.5 – 85,000 TONS are FOB at Plant?

   RESPONSE: None, this was based off of last year's performance, 85,000 Tons, this was asphalt placed on the roads.

8. **QUESTION:** On the Price Sheet the last bid item states "Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)" at a per ton price. Please provide the following information: How often will asphalt requiring fiber occur, the minimum tons that shall be required for each occurrence, and the allowable time-frame for procuring the fiber portion of the asphalt prior to placement?

   RESPONSE: Based on last year's production we installed 11,000 Tons of Asphalt. This was 4 projects. One Month time frame on the fiber procurement.

9. **QUESTION:** Are FDOT Composite Pay Factors in effect for this bid?

   RESPONSE: No, FDOT Composite Pay Factors are not in effect for this bid.

10. **QUESTION:** Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years. This will help us provide you with our most competitive bid.

    RESPONSE: Please see table below:

Asphalt Type	Year	Tons	SY
SP 9.5	18-19	58,000	
SP 12.5	18-19	14,000	
FC 12.5	18-19	30,000	
FOB 9.5	18-19		
FC-5	18-19	0	
SP 9.5	19-20	85,000	
SP 12.5	19-20	15,000	
FC 12.5	19-20	25,000	
FOB 9.5	19-20	800	
Milling	19-20		491,295
FC 5	19-20	0	
Speed Humps	19-20	210	

11. **QUESTION:** Does the Contractor retain all the asphalt millings?

    RESPONSE: Yes, the contractor retains all of the asphalt millings.

12. **QUESTION:** Will the County accept any milling material (which would contain base material, subgrade material, etc.) if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness?

    RESPONSE: Yes, the County will accept any milling material if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness.

13. **QUESTION:** Will one contractor perform the asphalt milling for a particular roadway, parking lot, or bike path and another contractor perform the asphalt paving for this same roadway, parking lot, or bike path if one contractor is low on the asphalt milling item and another contractor is low on the asphalt paving item?

3. **RESPONSE:** One contractor would mill and pave. Typically, the contractor that is low after adding the two items together will be awarded the project.

14. **QUESTION:** Will one contractor perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed?

RESPONSE: Yes, one contractor will perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed.

15. **QUESTION:** Since there's not a bid line item for the fibers and only a limited amount has fibers, how should this be included in the tonnage price?

    RESPONSE: Please see Addendum 1 – Attachment B – Revised Price Sheet. The cost per ton to add fiber to the existing mix is location on the last line of the Revised Price Sheet. This line should reflect the cost to add the fiber to the existing mix. There are two companies that produce the fibers. The contractors should coordinate with the company of their choice to introduce the fiber into the mix. The cost per ton is the charge the contractor is charging for this process. The contractor is responsible for purchasing the fiber and installing it into the mix per manufacturer's recommendations.

16. **QUESTION:** What is the expected tonnage for the FC-5 and FC-9.5?

    RESPONSE: Currently, there are no projects scheduled requiring FC-5. For FC-9.5, we expect 1,000 tons.

17. **QUESTION:** The speed humps are calculated by the ton, what are the average length, width and height? Could they be bid by the linear foot?

    RESPONSE: Speed humps are typically 3 tons each. Contractors usually install the speed humps with a template. Please see Addendum 1 – Attachment A – Speed Hump Design

18. **QUESTION:** On the first page of the specifications, under Delivery, it states, "...to various locations in Brevard County, with inside delivery." Can you please provide further clarification on what is meant by "inside delivery"?

    RESPONSE: This statement is a general statement to reflect that the bid price should be "All inclusive to put the asphalt on the road per ton".

19. **QUESTION:** In the solicitation there is no reference to pricing being subject to adjustment in accordance with Florida Department of Transportation (FDOT) Bituminous Index. Does the county intend to include FDOT bituminous index adjustments in this contract?

    RESPONSE: Yes, the FDOT bituminous index adjustments will be used for this contract.

20. **QUESTION:** The Solicitation references delivery with FOB. Can you please clarify what is included in the FOB line item price?

    RESPONSE: FOB is only for the asphalt SP 9.5 picked up at the plant.

21. **QUESTION:** FDOT has locked the FDOT bituminous index at 1.9079 (unmodified binders) and 2.4637 (modified binder) for several months now due to complications from the COVID -19 virus pandemic. Should this contract incorporate a bituminous index adjustment, will future adjusts be based on the FDOT bituminous index at the time of bid?

    RESPONSE: Bids should be submitted with the FDOT bituminous index at the current rate. Adjustments will be made when the FDOT bituminous index increases or decreases by a minimum of 5%.

22. **QUESTION:** On page 5 bullet 45 of the solicitation describes if the contractor is not meeting production, the contract manager will notify the contractor to increase force. What is the minimum and maximum monthly production the bid should be based on?

    RESPONSE: We do not have a set schedule for the next year. What we have included is the estimated tons for the year. If we just take the projected 70 miles next year and divide it by 10, we are doing 7 miles per month. There will be times when the work load will increase because of additional projects such as the reclamation roads being completed at the same time we are doing resurfacing.

Please note that the bid opening date and time remains August 6, 2020 @ 2:00pm.

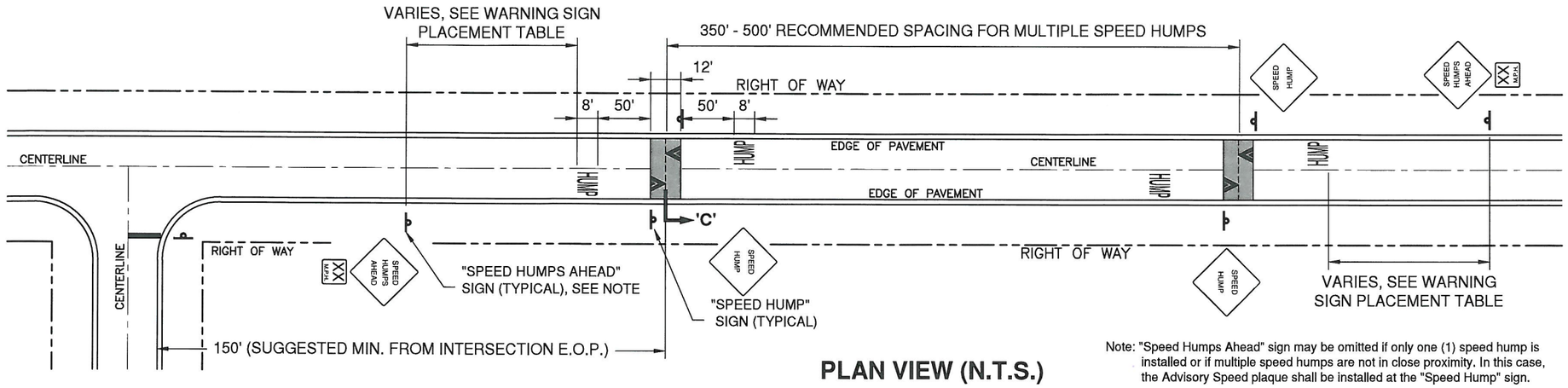
All other terms and conditions remain unchanged.

Sincerely,

Steven A. Darling, Jr.
Central Services Director

cc: file
Public Works

END OF ADDENDUM 1

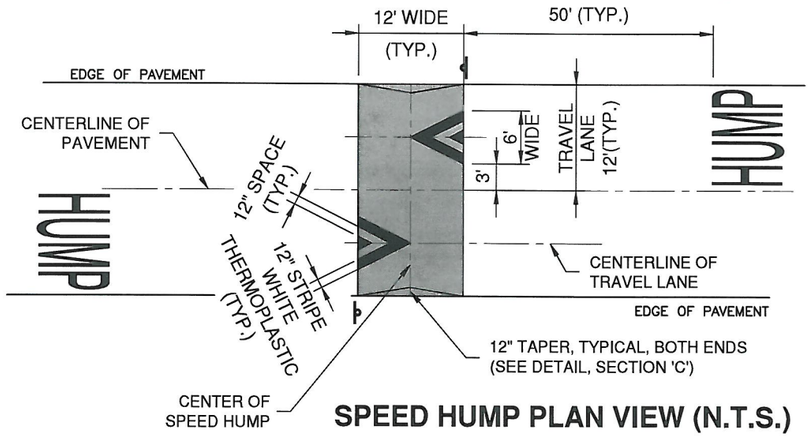


PLAN VIEW (N.T.S.)

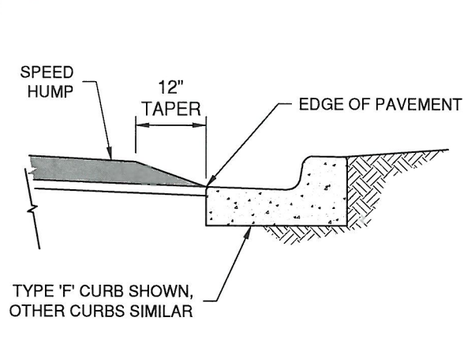
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

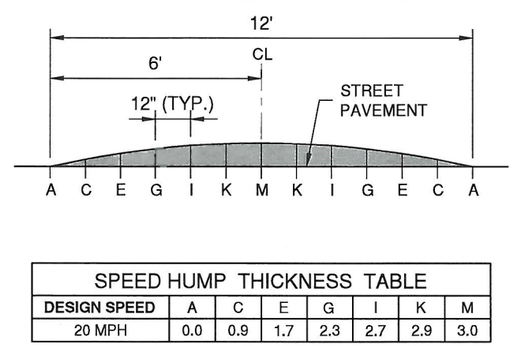
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

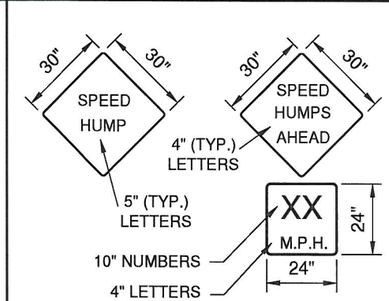


SECTION 'C' (N.T.S.)



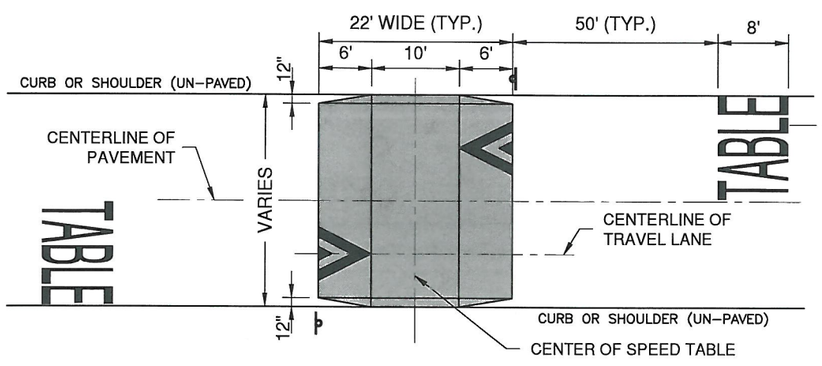
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

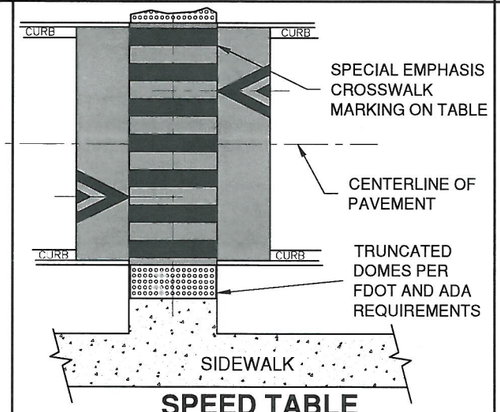


MUTCD REF. W17-1 (MODIFIED) AND W13-1

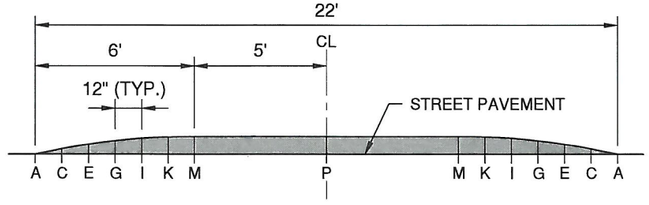
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

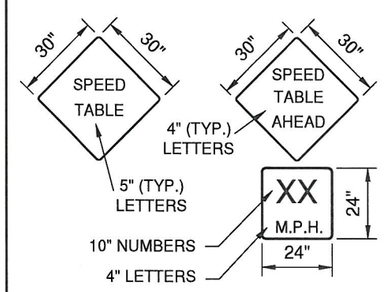


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE										
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.9	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D.
CHECKED BY: C. GUMM

DATE:	REVISION:	BY:
1.		
2.		
3.		
4.		

PREPARED BY:
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRAN JAMIESON WAY, RM. 211, BLDG A, VIERA, FL 32940
Ph. (321) 633-2077, Fax. (321) 637-5471

PREPARED FOR:
PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: CORRINA K. GUMM PE# 67564
DATE: 8-4-2016

SPEED HUMP DETAILS

SHEET: 01 OF 01

ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____ _

FAX

TELEPHONE #_____ #_____

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving Inc. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with BREVARD COUNTY - FL , said contract being identified as: Bid No. B-6-20-57, Asphaltic Contract (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

Shall commence on August 22, 2020 through August 21, 2021 with two (2) one (1) year renewal options.

a. Insurance Requirements:

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE **(NOT APPLICABLE)**

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

Paragraph 2, page 1 of original contract Brevard County Contract No. B-6-20-57 hereby is excluded from this agreement as follows:

GENERAL CONDITIONS #45, page 5

SUPERVISION OF CONTRACT PERFORMANCE: The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing be the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manger, shall within three (3) days increase the force, tools and equipment as needed to property perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

SCOPE OF SERVICES paragraph #3, page 10:
All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification be the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County (in this case City) reserves the right to move to the next available contractor.

SCOPE OF SERVICES paragraph #22, page 11:
If the Contractor does not arrive on site as scheduled, the County (in this case City) will provide the Contractor with 24- hours' notice that work will be acquired elsewhere. In the event that the County (in this case City) acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County (in this case City) incurs from the alternate supplier.

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa

Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V. A. Paving, Inc.

Entered this 8th day of Sept.

Debra Mallard
(Print Name)

President
(Print Title)

9/8/2020

(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

RESOLUTION NO. 2020-215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT ANNUAL STREET PAVING PROGRAM CP-PW-11-PP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $ 300,000.00 INCLUSIVE OF $41,442.28 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on October 13, 2020, the City Council approved entering into a piggyback agreement utilizing Brevard County Bid No. B6-20-57 to VA Paving Inc, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to establish the total construction budget and streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional

service contracts related to the Project ANNUAL STREET PAVING PROGRAM CP-PW-11-PP, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $300,000.00 budgeted by the City Council for the Project inclusive of the $41,442.28 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 13, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.