City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, July 25, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-440 Approval of the July 25, 2023 Regular City Council Meeting Agenda.

Attachments: 07-25-2023 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 23-403 Presentation of the City of Cocoa's 2023 "Cocoa Works" Summer Youth Employment Program.

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-410 Approve a Resolution Amending the FY23 Budget, BAF# 23-099-T, for the Fire Departments Overtime Account, Accrual Payouts, Special Pay and Contractual Salaries.

Attachments: Budget Resolution FY 2023- 079 ADA Compliant.docx

BAF 23-099-T-FD-Overtime and Accruals (7-25-23) Agenda 23-410.pdf

V.2 23-414 Council approval of a non-binding Memorandum of Understanding (MOU) between the City of Cocoa and community partners to explore the construction and operation health care and childcare services within the Diamond Square Community and allow the City Manager to execute the MOU.

Attachments: Memorandum of Understanding (MOU) -CityPartners-BezosAcademy (1).pdf

V.3 23-416 Approve a Task Order with Jacobs Engineering, Inc. for Replacement of Critical Infrastructure at the Dyal Water Treatment Plant in the amount of $367,952 and Approve a Resolution Amending the FY23 Budget, BAF #23-096-T, Transferring Available Operating Funds to Fully Fund the Project.

This item is confidential and not for public release per FS 119.0725.

Attachments: Budget Resolution FY 2023-081 ADA Compliant.docx

BAF 23-096-T.pdf

V.4 23-430 Authorize the City Manager to approve an increase to the Blanket Purchase Order for Ferguson Enterprises LLC. for an additional $250,000 for a total of $1,900,000 for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for the remainder of FY23.

Attachments: Sole Source Resolution -Ferguson.doc

Fully Executed_Master Agreement for Water Meter & Meter Reading Equipmen

Sunstate Ownership Change Notice Letter 10-25-21.pdf

Ferguson-Sunstate Amendment 001.pdf

Ferguson-Sunstate Amendment 002.pdf

3rd Amendment Renewal Ferguson Waterworks.pdf

FY23 Amended Blanket PO.xlsx

V.5 23-448 Approval of Resolution # 2023-080 to Revise Sec. 21.4 Fund Balance and Minimum Reserve Policy of the Financial Operations Manual (FOM).

Attachments: Resolution 2023-080 Amending Sec. 21.4 of the Financial Operations Manual.d

Fund Balance Policy 2023 proposed clean.docx

V.6(b) 23-405 Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2024 to December 31, 2024 and payments to eligible retirees for Medicare Part B reimbursement. FY2024 Expenditures are Pending the Adoption of the FY2024 Budget.

Attachments: 2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium
Medicare Part B 2023 Calendar Year Rates.pdf
071223 - Cocoa - Medicare Advantage Renewal Evaluation 2024.pdf

V.7(b) 23-449 Approval to Enter into a Multi-Year Contract with Public Trust Advisors as the City' Investment Manager Utilizing a Piggyback Contract from the City of Dania Beach Contract No. RFQ-22-008.

Attachments: Public Trust Advisors, LLC Agreement for Investment Management and Advisor
ADDENDUM 1.PDF
ADDENDUM 2.PDF
Recommendation of Award.PDF
Dania Beach Reso No 2022-061 - Public Trust Advisors LLC.pdf
PARTIALLY EXECUTED Cocoa Standard Form for Piggyback Contract No.RFC

VI. PUBLIC HEARINGS:

VI.1 23-432 Consideration of the Second and Final Reading (Ordinance 06-2023), a Future Land Use Map (FLUM) Amendment to change the FLUM designation of one parcel of real property totally 5.88 acres from "Commercial" to "High Density Residential".

Attachments: Ordinance 06-2023.docx
825 Forrest Ave. FLU map.pdf
825 Forrest Ave. - location map.pdf
825 Forrest Ave. - Zoning map.pdf

VI.2 23-433 Consideration of Second and Final Reading of Ordinance 08-2023 Zoning Text Amendment regarding accessory structure regulations.

Attachments: Ordinance 08-2023.docx
GCI108440 .pdf

VI.3 23-434

Consideration of Second and Final Reading for Ordinance 09-2023: **Zoning Text AMENDMENT** regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

Attachments:
Ordinance 09-2023.docx
Legal Ad

VI.4 23-437

Pass on **First Reading** of a PUD / a Rezoning (Ordinance 10-2023) of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), a Large-Scale Site Plan, Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, and a Development Agreement for Adamson Creek Phase Two, with conditions.

Attachments:
Ord 10-2023 Rezoning Adamson Creek Ph2.pdf
Adamson Creek Phase Two Plat Review Comments - Southeastern Surveying.p
Development Agreement - Adamson Creek Phase Two - FINAL to CC.pdf
Exhibit 1 to Development Agreement - Overall Site Plan AC Ph2.pdf
Exhibit 2 to Development Agreement - Conservation Property Adamson Creek P
Exhibit A - AC Ph2 Location Map.pdf
Exhibit B - AC Ph2 Zoning Map.pdf
Exhibit C - AC Ph 2 FLU.pdf
Exhibit D - Legal Ad.pdf
Exhibit E - (Not Final Plat) Site Plans AC Ph 2.pdf
Exhibit F - AC Ph 2 Site Plan.pdf
Exhibit G - AC Ph 2 Landscape Plans.pdf
Exhibit H - AC Ph 2 Traffic Study.pdf
Exhibit I - AC Ph 2 ERP Permit.pdf
Exhibit J - AC Ph 2 SJRWMD Permit.pdf
Exhibit K - AC Ph2 Wetland Report.pdf
Exhibit L - AC Ph 2 Development Schedule.pdf
Exhibit M - AC Ph2 Supp Declaration to Declaration of Covenants.pdf
Exhibit N - AC Ph 2 House Elevation.pdf

VI.5 23-438 Pass on the **First Reading** of Ordinance 11-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII.

Attachments:
- Ordinance No. 11-2023 _ Rezoning Central Brevard Sharing Ruth Ave Property
- Exhibit A - CBSC Location Map.pdf
- Exhibit B - CBSC Zoning Map.pdf
- Exhibit C - CBSC FLU Map.pdf
- Exhibit D - CBS Expansion.pdf
- Exhibit E - CBSC Application.pdf
- Exhibit F - Legal Ad.pdf

VI.6 23-441 Conduct the Final public hearing on the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

Attachments:
- Legal Ad
- CPP 2023.docx
- RFP scoring.pdf
- PUBLIC NOTICE HEARING (Correction) - FINAL 7-25-23 meeting.docx
- Draft CDBG FY 23-24 Action Plan.docx

VI.7 23-442 Pass on First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524.

Attachments:
- Ordinance 14-2023.docx
- SR524 trips.pdf
- LOS.pdf
- Legal Ad Ord 14-2023.pdf

VI.8 23-444 Pass on First Reading of Ordinance 13-2023, a Zoning Map Amendment consistent with Appendix A Zoning, Article XXI, to change the Zoning Map of approximately 9.1 acres, a portion of a single parcel on SR 520, from Brevard County “BU-1 General Retail Commercial” to City of Cocoa “C-G General Commercial”.

Attachments:
- Ordinance 13-2023.pdf
- Exhibit A - ME Location Map.pdf
- Exhibit B - ME Zoning map.pdf
- Exhibit C - ME FLU map.pdf
- Exhibit E - ME Site plan.pdf
- Exhibit D - ME application.pdf
- Exhibit F - ME Legal ad.pdf

VI.9 23-439 **THE APPLICANT HAS REQUESTED THE ITEM BE POSTPONED TO THE AUGUST 22, 2023 CITY COUNCIL MEETING…**Pass on **First Reading** for Ordinance 12-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation from RU-1-7 (Single-Family Residential District) to RU-2-15 (Multiple Family Dwelling).

Attachments: Ordinance No. 12-2023 _ Rezoning Cocoa Woods Properties to RU-2-15.pdf
Exhibit A - CW N Range Rd Location.pdf
Exhibit B - CW_N Range Rd Zoning.pdf
Exhibit C - CW N Range Rd FLU.pdf
Exhibit D - CW N Range App.pdf
Exhibit E - CW N Range Conceptual Plan.pdf
Exhibit F - CW Legal Ad 6.27.23.pdf

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 23-435 Approve Resolution No. 2023-078, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2024 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

Attachments: Resolution 2023-078 Establishing the Rolled Back Rate and Setting the Millage

VIII.2 23-452 Consideration of a Pre-Development Agreement and Restrictive Covenant for the Allegra at Cocoa Development project.

Attachments: Allegra DRAFT DEVELOPMENT AGREEMENT - 7-20-23 Clean.docx

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 23-419 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 6/30/2023.

Attachments: PO Monthly Report to City Council 10.01.22 thru 6.30.23.pdf

IX.2 23-446 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any 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.

Attachments: Change Orders-CM Authorized June 2023.pdf

IX.3 23-447 FY 2023 June Budget Adjustment Report

Attachments: FY 2023 REVENUE Budget Tracking Worksheet-2023-06.pdf

FY 2023 EXPENSE Budget Tracking Worksheet-2023-06.pdf

IX.4 **23-450** In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report June FY23.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	23-440	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/17/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Approval of the July 25, 2023 Regular City Council Meeting Agenda.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-25-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2023
Agenda Date: July 25, 2023
Prepared By: Monica Arsenault, Asst. City Clerk
Through:
Requested Action:
Approval of the July 25, 2023 Regular City Council Meeting Agenda.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 25, 2023 Regular City Council Meeting Agenda.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 25, 2023
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 July 25, 2023. (23-440)

2. Minutes: N/A

III. Awards and Presentations:

1. Presentation of the City of Cocoa's 2023 "Cocoa Works" Summer Youth Employment Program. (23-403). (Administrative Services Director)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

This Agenda may be Amended up until or at the Meeting

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget, BAF# 23-099-T, for the Fire Departments Overtime Account, Accrual Payouts, Special Pay and Contractual Salaries. (23-410). (Finance Director)

2. Council approval of a non-binding Memorandum of Understanding (MOU) between the City of Cocoa and community partners to explore the construction and operation health care and childcare services within the Diamond Square Community and allow the City Manager to execute the MOU. (23-414). (City Manager)

3. Approve a Task Order with Jacobs Engineering, Inc. for Replacement of Critical Infrastructure at the Dyal Water Treatment Plant in the amount of $367,952 and Approve a Resolution Amending the FY23 Budget, BAF #23-096-T, Transferring Available Operating Funds to Fully Fund the Project. (23-416). (Utilities Director)

*** This item is confidential and not for public release per FS 119.0725.**

4. Authorize the City Manager to approve an increase to the Blanket Purchase Order for Ferguson Enterprises LLC. for an additional $250,000 for a total of $1,900,000 for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for the remainder of FY23. (23-430). (Finance Director)

5. Approval of Resolution # 2023-XX to Revise Sec. 21.4 Fund Balance and Minimum Reserve Policy of the Financial Operations Manual (FOM). (23-448). (Finance Director)

(B) Multi-Year Contracts:

6. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2024 to December 31, 2024 and

payments to eligible retirees for Medicare Part B reimbursement. FY2024 Expenditures are Pending the Adoption of the FY2024 Budget. (23-405). (Administrative Services Director)

7. Approval to Enter into a Multi-Year Contract with Public Trust Advisors as the City' Investment Manager Utilizing a Piggyback Contract from the City of Dania Beach Contract No. RFQ-22-008. (23-449). (Finance Director)

VI. Public Hearings:

1. Consideration of the Second and Final Reading (Ordinance 06-2023), a Future Land Use Map (FLUM) Amendment to change the FLUM designation of one parcel of real property totally 5.88 acres from "Commercial" to "High Density Residential". (23-432). (City Manager)

2. Consideration of Second and Final Reading of Ordinance 08-2023 Zoning Text Amendment regarding accessory structure regulations. (23-433). (City Manager)

3. Consideration of Second and Final Reading for Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District. (23-434). (City Manager)

4. Pass on First Reading of a PUD / a Rezoning (Ordinance 10-2023) of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), a Large-Scale Site Plan, Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, and a Development Agreement for Adamson Creek Phase Two, with conditions. (23-437). (City Manager)

5. Pass on the First Reading of Ordinance 11-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII. (23-438). (City Manager)

6. Conduct the Final public hearing on the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (23-441). (City Manager)

7. Pass on First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524. (23-442). (City Manager)

8. Pass on First Reading of Ordinance 13-2023, a Zoning Map Amendment consistent with Appendix A Zoning, Article XXI, to change the Zoning Map of approximately 9.1 acres, a portion of a single parcel on SR 520, from Brevard County “BU-1 General Retail Commercial” to City of Cocoa “C-G General Commercial”. (23-444). (City Manager)

9. Pass on First Reading for Ordinance 12-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation from RU-1-7 (Single-Family Residential District) to RU-2-15 (Multiple Family Dwelling). (23-439). (City Manager) **TO BE TABLED.**

VII. Council Business:

VIII. City Business:

1. Approve Resolution No. 2023-078, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2024 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue’s Certifications of Taxable Value, Forms DR-420. (23-435). (Finance Director)

2. Approve a Pre-Development Agreement and Restrictive Covenant with Allegra at Cocoa, LLC. (23-452). (City Manager)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 6/30/2023. (23-419). (Finance Director)

2. 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. (23-446). (Finance Director)

3. FY 2023 June Budget Adjustment Report. (23-447). (Finance Director)

4. Council data showing the relation between the estimated and actual income and expenses to date. (23-450). (Finance Director)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

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

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members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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Legislation Details (With Text)

File #:	23-403	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/23/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Presentation of the City of Cocoa's 2023 "Cocoa Works" Summer Youth Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2023
Agenda Date: July 25, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Presentation of the City of Cocoa's 2023 "Cocoa Works" Summer Youth Employment Program.

BACKGROUND:

City Staff will be presenting on the City of Cocoa's 8th Annual 2023 Cocoa Works Summer Youth Program. The City has partnered with CareerSource Brevard again to provide a paid summer internship to high school students from Cocoa and/or Rockledge High. This is a needs-based program where priority is given for high school students who reside within the City of Cocoa city limits. Each student that completed the program in its entirety will be presented a certificate of completion.

STRATEGIC PLAN CONNECTION:

Providing Cocoa youth a meaningful employment opportunity during the summer that also provides a program to develop their employability skills is in an investment in the future and addresses systemic issues of poverty and unemployment. Recruiting from local Cocoa residents will assist in the strategic item of community development to help young disadvantaged citizens receive an opportunity to gain experience in a public servant position. Although these positions are temporary summer positions, it may provide a career path for regular full-time positions upon the student's graduation from High School.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Presentation of the City of Cocoa's 2023 "Cocoa Works" Summer Youth Employment Program.

Legislation Details (With Text)

File #:	23-410	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/27/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF# 23-099-T, for the Fire Departments Overtime Account, Accrual Payouts, Special Pay and Contractual Salaries. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- 079 ADA Compliant.docx BAF 23-099-T-FD-Overtime and Accruals (7-25-23) Agenda 23-410.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2023
Agenda Date: July 25, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 23-099-T, for the Fire Departments Overtime Account, Accrual Payouts, Special Pay and Contractual Salaries.

BACKGROUND:

The Fire Department has been experiencing a shortage of personnel due to vacated positions. While we are actively working on filling these positions, the shortage has resulted in an increased workload for the existing staff in order to meet minimum staffing requirements. In order to ensure the safety and well-being of our community, it has become necessary to utilize overtime hours to maintain adequate levels of service. The Fire Department's primary duty is to ensure the safety and security of our community members. By providing overtime for our personnel, we can guarantee that emergency response times are minimized, allowing us to effectively address any incidents that may occur. The current personnel are working tirelessly to bridge the gap we currently have with the vacant positions. By compensating them fairly for the extra work they are taking on, we can demonstrate our commitment to maintaining high levels of service to our community.

The attached Budget Adjustment Form (BAF#23-099-T) will utilize the Fire Department's FY23 personal services budget, and transfer the budgeted funds into the appropriate accounting lines to cover the overtime, accrual payouts and special pay budgetary shortage accumulating due to the vacancies. The overtime budget amount is the anticipated budget projected to the end of the fiscal year.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted: Yes, however a budget transfer is required.

BAF#23-099-T

The total transfers between account lines is $545,066. The attached BAF has the detailed transactions needed, to move budget between payroll lines and is not through the use of additional revenue.

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 23-099-T, for the Fire Departments Overtime Account, Accrual Payouts, Special Pay and Contractual Salaries.

City of Cocoa Budget Adjustment Form FY 2023 - 23-099-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2101 | DATE PREPARED: 07/13/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 135,066)	001-2201-522.12-00		Regular Salaries and Wages	$ 2,062,097	$ 2,062,097	$ 1,927,031	$ 0
($ 130,000)	001-2201-522.13-00		Other Salaries and Wages	$ 362,088	$ 362,088	$ 232,088	$ 0
($ 100,000)	001-2201-522.23-04		Insurance/Medical	$ 553,527	$ 553,527	$ 453,527	$ 0
($ 10,000)	001-2200-522.23-04		Insurance/Medical	$ 44,121	$ 44,121	$ 34,121	$ 0
($ 110,000)	001-2200-522.12-00		Regular Salaries and Wages	$ 186,875	$ 186,875	$ 76,875	$ 0
($ 60,000)	001-2200-522.22-01		Retirement Contributions	$ 152,254	$ 152,254	$ 92,254	$ 0
($ 545,066)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 23,000	001-2201-522.12-06		Salaries Contractual	$ 0	$ 0	$ 23,000	$ 0
$ 43,566	001-2201-522.12-12		Accrual Payouts	$ 0	$ 0	$ 43,566	$ 0
$ 352,200	001-2201-522.14-00		Overtime	$ 185,252	$ 185,252	$ 537,452	$ 0
$ 126,300	001-2201-522.15-00		Special pay	$ 166,274	$ 166,274	$ 292,574	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 545,066	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Fire Department has been experiencing a shortage of personnel due to vacated positions. This Budget Adjustment Form (BAF#23-099-T) will utilize the Fire Departments FY23 Budget, and transfer the budgeted funds into the appropriate accounting lines, to cover the overtime, accrual payouts and special pay deficiencies, through the use of regular salary and wages, insurance and retirement contributions, accumulated due to the vacancies. Agenda 23-410

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/25/2023 RESOLUTION #: 2023-079

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.

Lora Howell Digitally signed by Lora Howell Date: 2023.07.13 11:47:54 -04'00'	7/14/23	Lora Howell Digitally signed by Lora Howell Date: 2023.07.14 10:39:54 -04'00'			
Date Requestor's Signature	Date	Finance Approval Signature		Date	Finance Director's Signature
7/14/23 Jonathan Lamm Digitally signed by Jonathan Lamm Date: 2023.07.14 07:07:27 -04'00'	7/7/23	Lora Howell Digitally signed by Lora Howell Date: 2023.07.14 10:40:40 -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 #:	23-414	**Version:** 1	**Name:**	MOU with Community Partners	
Type:	Informational Item		**Status:**	Agenda Ready	
File created:	6/30/2023		**In control:**	City Council	
On agenda:	7/25/2023		**Final action:**		
Title:	Council approval of a non-binding Memorandum of Understanding (MOU) between the City of Cocoa and community partners to explore the construction and operation health care and childcare services within the Diamond Square Community and allow the City Manager to execute the MOU. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Memorandum of Understanding (MOU) -CityPartners-BezosAcademy (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2023
Agenda Date: July 25, 2023
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of a non-binding Memorandum of Understanding (MOU) between the City of Cocoa and community partners to explore the construction and operation health care and childcare services within the Diamond Square Community and allow the City Manager to execute the MOU.

BACKGROUND:

The new Dr. Joe Lee Smith Community Center was complete in 2020. The former center has been sitting empty since then and needs refurbishment in order to be usable. Through several community meetings, it was determined that residents in the Diamond Square community would like the former center to be repurposed and used for vital services. The Diamond Square Community Redevelopment agency plan also calls for utilization of the community center for vital services such as healthcare, childcare, recreational programming, business incubator and more.

Staff assessed the facility and determined that a minimum of $1.5-$2 million of work would need to be done to the building to bring it up to code and make it usable for one of these types of service providers. Staff has been coordinating with the Space Coast Health Foundation, the Brevard Health Alliance, and our State Delegation members to seek funding for these needed repairs and find a community partner that would be willing to invest in the building and provide much needed services.

In early 2023, the Bezos Academy reached out to learn more about expanding their network of tuition

-free preschool education for children ages 3-5 years into the City of Cocoa. Staff hosted a visit from the Bezos Academy's Regional Partnership Development Leader, Sheila Paul. She visited two different locations in the Diamond Square Community that could be possible locations for their academy. One was the former Dr. Joe Lee Smith Community Center and the other was the Moore Center. Upon further discussion, the Bezos Academy was interested in both locations for their services but was looking for some prep work to be done on the former Dr. Joe Lee Smith Community Center before they could come in and offer their services.

The City of Cocoa will seek additional funding to refurbish the former Dr. Joe Lee Smith Community Center to bring it up to code from the State. By entering into a Memorandum of Understanding with the Bezos Academy, and other community partners such as Brevard Health Alliance and The Space Coast Health Foundation, the City of Cocoa and the Diamond Square Community Redevelopment Agency can show that support is there from service providers to provide vital community services. City staff will also continue discussions with these community partners with regards to investing in the buildings to outfit them for the services they will be providing or are a part of their organizational mission. In order to bring these much needed service providers to utilize the available buildings we have in the Diamond Square Community, we must find funding to bring the building up to code and make it safe for the providers to operate in.

STRATEGIC PLAN CONNECTION:

Public Safety and Community Standards: Implement proactive, community-based solutions to build strong community relations.
Economic and Community Development: Support education, training and job readiness programs.

BUDGETARY IMPACT:

There will be no budgetary impact at this time. The City will seek funding through the State and all available grant opportunities.

PREVIOUS ACTION:

The Diamond Square Community Redevelopment Agency has approved a plan that calls for a community center that can provide much needed healthcare, childcare, and job training services in the Diamond Square Community.

RECOMMENDED MOTION:

MEMORANDUM OF UNDERSTANDING
C / BEZOS ACADEMY

This Memorandum of Understanding ("**MOU**") is entered into by and between the City of Cocoa and the Diamond Square Redevelopment Agency (Host), Day 1 Academies, dba Bezos Academy, a Delaware nonprofit nonstock corporation ("**Bezos Academy**"), the Brevard Health Alliance, and the Space Coast Health Foundation, (each, a "**Party**", and collectively, the "**Parties**").

Background and Recitals

Bezos Academy is a nonprofit that provides high-quality, tuition-free preschool education for children three (3) to five (5) years of age. Bezos Academy provides its students with educational materials and services to set each student up for success, including but not limited to, Montessori materials, books, arts and crafts, field trips, and meals (collectively, the "**Tuition-Free Education and Services**"). For more information about Bezos Academy's preschool program, curriculum, and admissions, see https://www.bezosacademy.org.

Bezos Academy develops preschools in collaboration with community hosts. Community hosts provide the physical space for a period of at least ten years where Bezos Academy preschools are housed. At each community host site, Bezos Academy hires, trains, develops, and pays talented educators and covers all other operating expenses of the Tuition-Free Education and Services at no cost to the families it serves. For more information about Bezos Academy's community hosts, see https://www.bezosacademy.org/host/.

Brevard Health Alliance is Brevard County's only Federally Qualified Health Center. BHA provides extensive primary health care services to Brevard County residents regardless of their ability to pay. By offering services on a sliding-fee scale, BHA has provided primary care services, behavioral health services, dental services, diagnostic services, resource management services, pharmacy services, women's health care and obstetrics, Hepatitis C and HIV services, extended hours of pediatric walk-in care, and specialty referrals to Brevard County's economically disadvantaged residents since March of 2005. https://brevardhealth.org/

The Space Coast Health Foundation was established on October 1, 2010, using the proceeds from the sale of Wuesthoff Health System. By continuing the long, proud and distinguished history of serving the people of Brevard County, the foundation intends to expand upon its roots and enhance the health and wellness of individuals and communities. The foundation is a public charity working on collaborative projects that will meet the healthcare needs of our community. These needs are chosen by using focus groups, one-on-one interviews and quantitative research to determine specific community health needs. https://www.schfbrevard.org/

The Diamond Square Community Redevelopment Agency (CRA) is located on the southern border of the City of Cocoa and encompasses the area bounded by Pineda Street on the west, School Street on the north, the Florida East Coast Railroad on the east, and Rosa L. Jones Drive on the south. The Diamond Square CRA, originally named Census Tract 626, was established through City of Cocoa Ordinance No. 13-98 and is governed by a 7-member board, which meets on the 3rd Monday of every month at 6 p.m. at Cocoa City Hall located at 65 Stone Street in Cocoa Village. https://www.cocoafl.org/1726/Diamond-Square-Community-Redevelopment-A

The Host develops real estate in collaboration with local, state and federal resources. The Host understands the significant value of the Parties to its prospective residents, and desires to collaborate with the Parties by offering space to host services provided by the Parties at to-be-determined developments undertaken by Host.

The Parties seek to enter this MOU to: 1) identify and prioritize specific communities, neighborhoods and facilities within the Host's real estate portfolio and future pipeline in the State of Florida where the Parties can provide services; and 2) provide mutual support and assistance in the launch and operation of new services provided by the Parties within the Host's communities.

Based on the above Background and Recitals, the Parties agree to the following:

1. Consideration and Acknowledgment of Background Recitals. The Parties acknowledge and agree that valid consideration exists for this MOU and acknowledge and incorporate the preceding recitals as a part of this MOU.

2. Tuition-Free Education and Services of Bezos Academy. Bezos Academy will explore establishing a high-quality, tuition-free Bezos Academy preschool within one or more developments owned or planned by the Host. Bezos Academy will provide input to ensure the potential space meets or exceeds state and local early childhood education licensing standards and Bezos Academy's educational and operating standards. Bezos Academy's preschools provide the Tuition-Free Education and Services to eligible children approximately three (3) to five (5) years of age. Bezos Academy covers all the operating expenses for the Tuition-Free Education and Services at no cost to its community hosts or the families Bezos Academy serves. Bezos Academy hires, trains, develops, and pays talented educators with a focus on hiring employees from within each preschool's local community.

3. Health Care Services of Brevard Health Alliance (BHA). The Brevard Health Alliance will explore establishing a health-care center where they can provide extensive primary health care services to the Host community. BHA will provide low-cost primary care services including, behavioral health services, dental services, diagnostic services, resource management services, pharmacy services, women's health care and obstetrics, Hepatitis C and HIV services, extended hours of pediatric walk-in care, and specialty referrals to the Host community. BHA will be responsible for hiring of staff and daily operations of the health-care center.

4. Support and Assistance to be Provided by Host. The Host will explore providing Providers space in one or more of its existing or planned developments rent-free for a minimum of ten (10) years to operate. Host will collaborate with Providers to develop facilities to ensure Providers can operate facilities that meet or exceed all state and local licensing requirements and Provider standards. Host will also support Providers by promoting job openings and publicizing launches to support use and enrollment.

5. Publicity. Each Party will obtain the other Party's prior written consent before using the other Party's name, logo, trademark, service marks, or other trade names in public written or verbal communications for public distribution, such as press releases or web site publicity. Nothing in this paragraph shall preclude any Party to release information as required by applicable law.

6. Compliance with All Laws. Each Party will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this MOU.

7. Intent of Non-Binding MOU. This MOU is a non-binding summary and does not legally commit the Host or Parties to a specific site or any other obligation. The Parties hereby understand that each Party has its own approval processes and requirements. Parties shall not be deemed to have entered a legally binding obligation unless and until Parties have executed a binding lease agreement to operate within a community host. The Parties understand that the purpose of this MOU is to memorialize the intention of the Parties to explore locating facilities in one or more of the Host's existing or planned developments in the State of Florida. Nothing in this Agreement shall constitute a binding commitment for funding or other services by any Party and all specific commitments shall be memorialized in subsequent agreement(s).

Dated this ____day of _____, 2022.

CITY OF COCOA

_____

Name: _____

Title: _____

Date: _____

DIAMOND SQUARE REDEVELOPMENT AGENCY

_____

Name: _____

Title: _____

Date: _____

DAY 1 ACADEMIES

_____

Name: _____

Title: _____

Date: _____

BREVARD HEALTH ALLIANCE

_____

Name: _____

Title: _____

Date: _____

SPACE COAST HEALTH FOUNDATION

_____

Name: _____

Title: _____

Date: _____

Legislation Details (With Text)

File #:	23-416	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/3/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Approve a Task Order with Jacobs Engineering, Inc. for Replacement of Critical Infrastructure at the Dyal Water Treatment Plant in the amount of $367,952 and Approve a Resolution Amending the FY23 Budget, BAF #23-096-T, Transferring Available Operating Funds to Fully Fund the Project. (Utilities Director) This item is confidential and not for public release per FS 119.0725.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-081 ADA Compliant.docx BAF 23-096-T.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 3, 2023
Agenda Date: July 25, 2023
Prepared By: James Mitchell, Acting Water Treatment Manager
Through: John A. Walsh, PE, Utilities Director
Requested Action:
Approve a Task Order with Jacobs Engineering, Inc. for Replacement of Critical Infrastructure at the Dyal Water Treatment Plant in the amount of $367,952 and Approve a Resolution Amending the FY23 Budget, BAF #23-096-T, Transferring Available Operating Funds to Fully Fund the Project.

This item is confidential and not for public release per FS 119.0725.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes, partial

If not budgeted, is amendment/transfer attached?	Yes, BAF #23-096-T
Transfer Amount (1):	($102,000)
Transfer Account Number:	421-4020-536.52-09
Transfer Account Name:	Chemicals
Transfer Amount (2):	($96,952)
Transfer Account Number:	421-4020-536.46-00
Transfer Account Name:	Repairs & Maintenance
Transfer Amount:	$198,952
Account Number:	421-4020-536.64-15 WS18SC
Account Name:	IT Hardware
Budgeted	$170,000
Account Number:	421-4020-536.64-15 WS18SC
Account Name:	IT Hardware
Total Amount Requested:	**$368,000**
Account Number:	421-4020-536.64-15 WS18SC
Account Name:	IT Hardware

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Task Order with Jacobs Engineering, Inc. for Replacement of Critical Infrastructure at the Dyal Water Treatment Plant in the amount of $367,952 and Approve a Resolution Amending the FY23 Budget, BAF #23-096-T, Transferring Available Operating Funds to Fully Fund the Project.

City of Cocoa Budget Adjustment Form FY 2023 - 23-096-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 421/4020 | DATE PREPARED: 07/03/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 102,000)	421-4020-536.52-09		Chemicals	$ 4,946,149	$ 4,958,657	$ 4,856,657	$ 0
($ 96,000)	421-4020-536.46-00		Repairs & Maintenance	$ 1,401,500	$ 1,446,889	$ 1,350,889	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 198,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 198,000	421-4020-536.64-15	WS18SC	IT Hardware	$ 50,000	$ 225,000	$ 423,000	$ 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	$ 0
$ 198,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For critical infrastructure. Agenda 23-416

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/25/2023 RESOLUTION #: 2023-081

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.

7/3/23	James Mitchell Digitally signed by James Mitchell Date: 2023.07.03 10:48:30 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.07.18 17:07:14 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/3/23	Katherine Ennis Digitally signed by Katherine Ennis Date: 2023.07.03 11:35:06 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.07.18 17:16:19 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 12/8/22 - IT

Legislation Details (With Text)

File #:	23-430	**Version:**	1	**Name:**	Agreement to Purchase Neptune Meters and related equipment from Ferguson Enterprises for FY23
Type:	Resolution			**Status:**	Agenda Ready
File created:	7/11/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Authorize the City Manager to approve an increase to the Blanket Purchase Order for Ferguson Enterprises LLC. for an additional $250,000 for a total of $1,900,000 for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for the remainder of FY23. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Resolution -Ferguson.pdf Fully Executed_Master Agreement for Water Meter & Meter Reading Equipment Purchases.pdf Sunstate Ownership Change Notice Letter 10-25-21.pdf Ferguson-Sunstate Amendment 001.pdf Ferguson-Sunstate Amendment 002.pdf 3rd Amendment Renewal Ferguson Waterworks.pdf FY23 Amended Blanket PO.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2023
Agenda Date: July 25, 2022
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
Authorize the City Manager to approve an increase to the Blanket Purchase Order for Ferguson Enterprises LLC. for an additional $250,000 for a total of $1,900,000 for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for the remainder of FY23.

BACKGROUND:

Staff is requesting approval to increase the amount previously approved on the Blanket Purchase Order from $1,650,000 to $1,900,000 to cover orders for the remainder of FY23. The initial estimates calculated in July of 2022 for meters required to be ordered in FY23 was insufficient to cover actual orders placed. Due to longer lead times on equipment the City has been placing larger orders for larger quantities to ensure that sufficient stock is kept in inventory.

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 Ferguson Enterprises LLC is the only authorized dealer of Neptune meters in Florida. Other meter and ancillary equipment purchases are done utilizing this Exemption to Competitive Bid on separate purchase orders that do not exceed the City Manager's approval authority.

The meters support the City's ability to transition to an automated meter reading program in the future. The Inventory Warehouse issues the meters to the Water Field Operations Division (WFO) as the meters are needed. WFO budgets for meter replacements each year in the Adopted Budget. Should FY23 purchases under the blanket purchase order exceed the amount requested, a change order to add funds will be presented to City Council for additional purchasing authority. Should the cost of the meters issued to WFO from the Inventory Warehouse exceed WFO's approved budget, a Budget Amendment Form will be either approved by the City Manager if within his approval authority) or be brought to City Council for approval. 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	FY23
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	Up to $1,900,000 FY23
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

Current Blanket PO:	$1,650,000
Additional:	$250,000
Total:	$1,900,000

PREVIOUS ACTION:

On July 12, 2022 City Council authorized to the City Manager to issue a blanket purchase order to Ferguson Enterprises, LLC for the purchase of water meters and related equipment in the amount of $1,650,000.

RECOMMENDED MOTION:

Authorize the City Manager to approve an increase to the Blanket Purchase Order for Ferguson Enterprises LLC. for an additional $250,000 for a total of $1,900,000 for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for the remainder of FY23

RESOLUTION NO. 2022-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

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

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 12th day of July, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-058

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Water Meter and Meter Reading Equipment from Ferguson Waterworks #3648., 14001 W. Newberry Road, Newberry, FL.

The Department Director has 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 this resolution.

_____

Stockton Whitten
City Manager

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: Stockton Whitten, City Manager

Date: 10/13/2020

SELLER:

By: _____

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

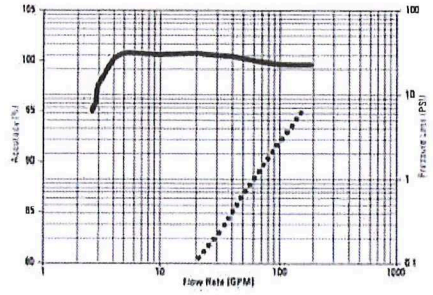
Lead Free Maincase

- 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

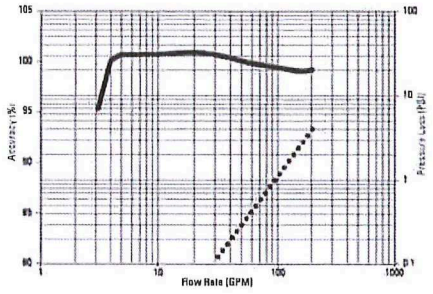
Turbine Measuring Element

- 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

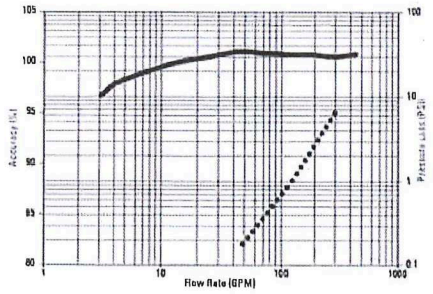
1½" Accuracy



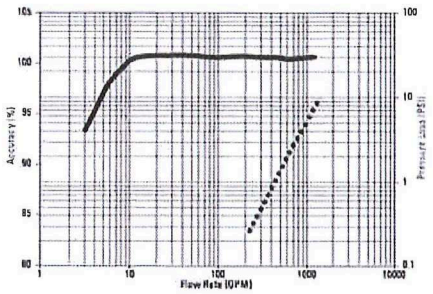
2" Accuracy



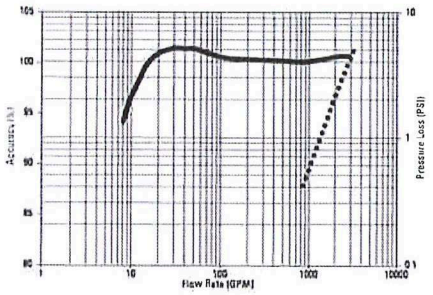
3" Accuracy



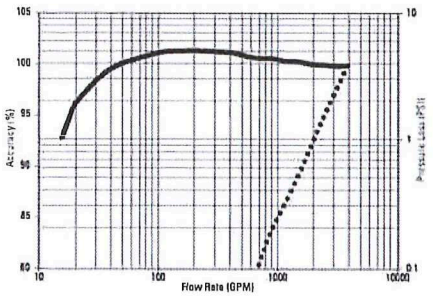
4" Accuracy



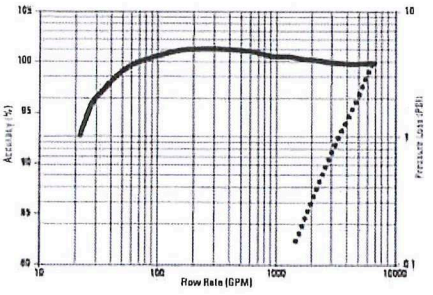
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

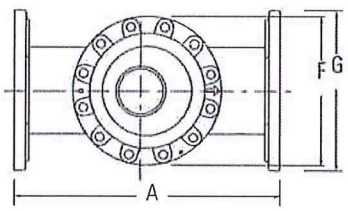
These charts show typical meter performance. Individual results may vary.

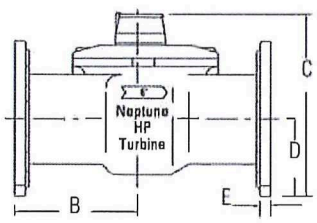
Operating Characteristics

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	✓	

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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

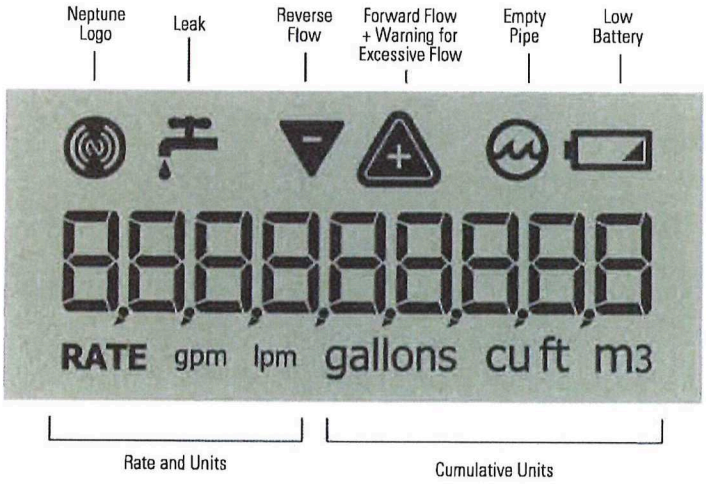
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 3/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 13/32	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

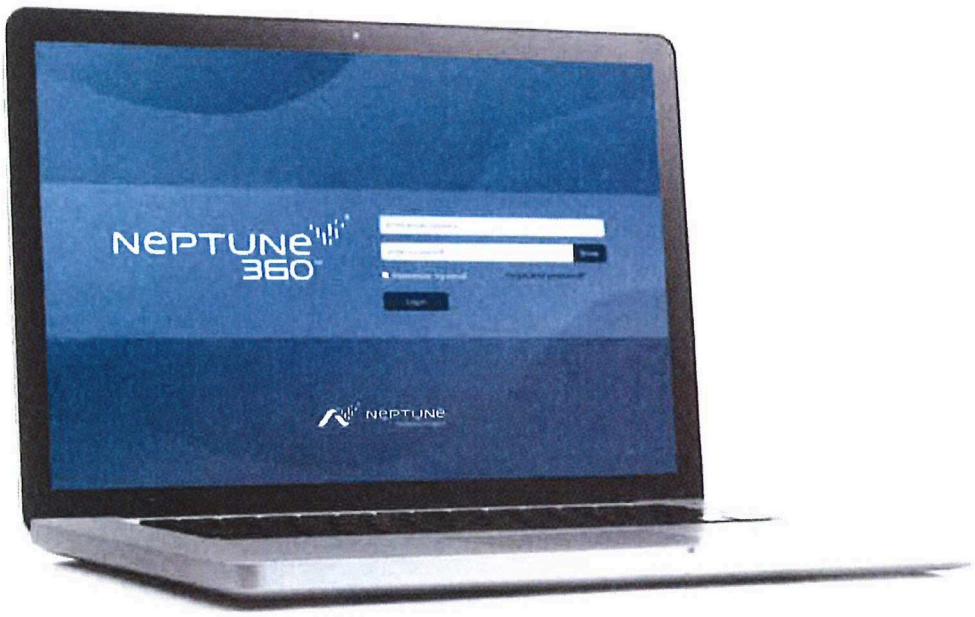
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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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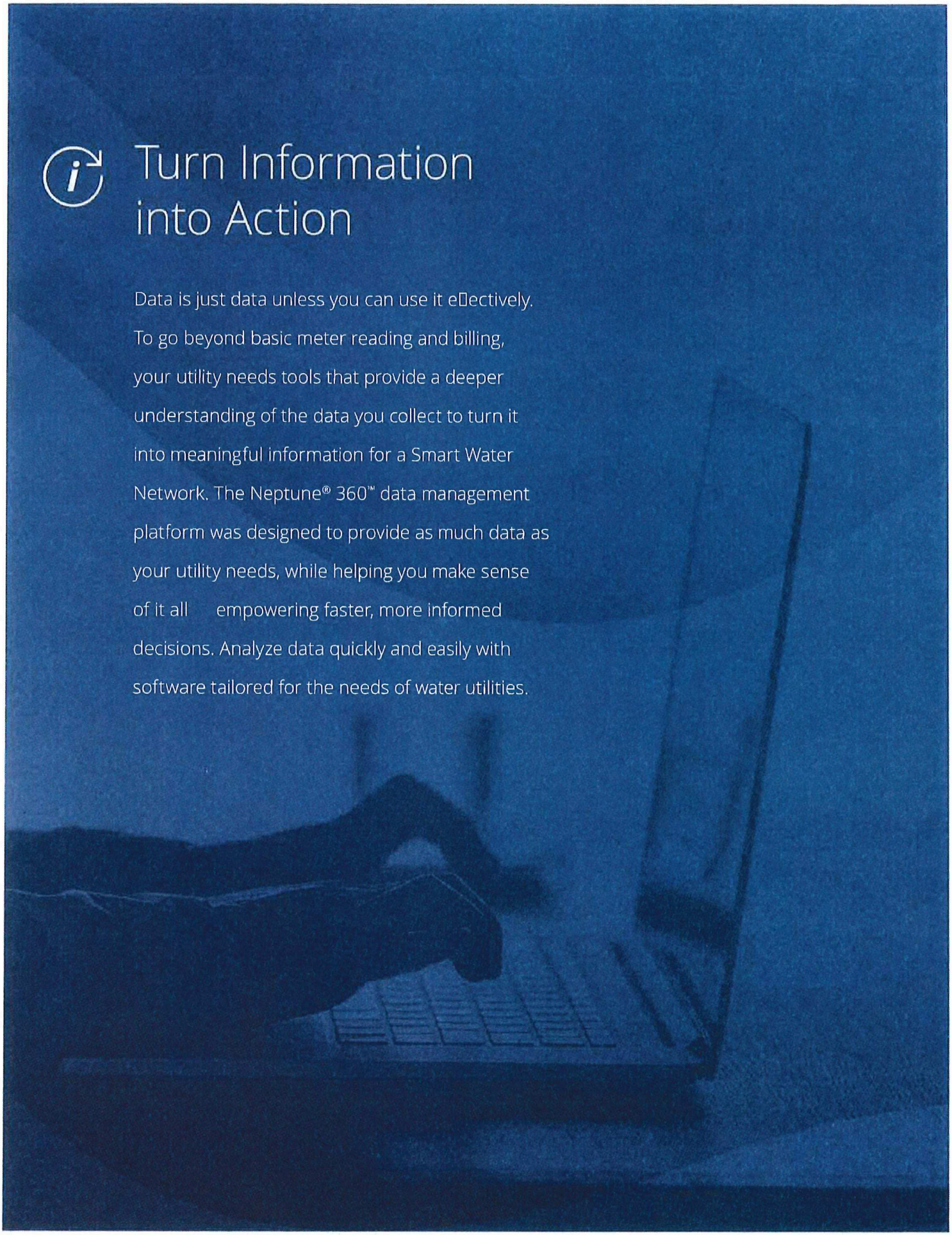
Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group



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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.



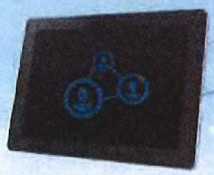
MOBILE

Incorporate mobile data collection



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



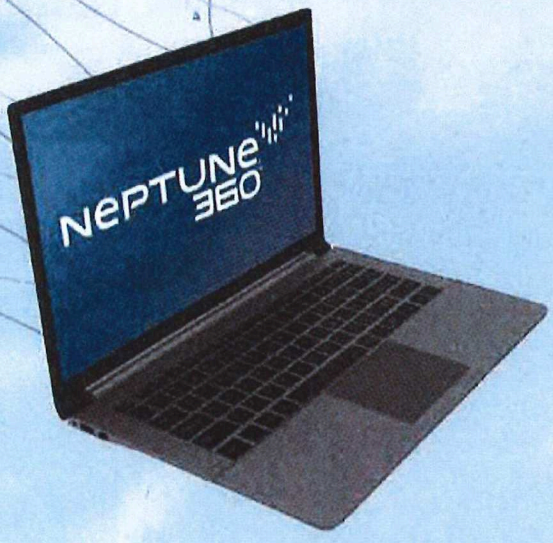
THIRD PARTY SOFTWARE

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

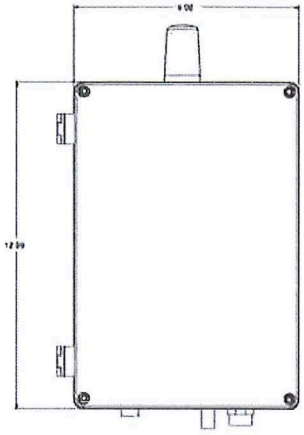
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

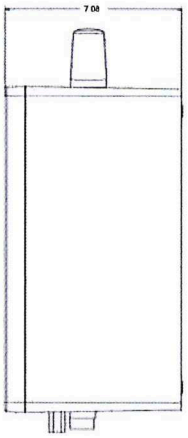
Backhaul Options

- 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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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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)

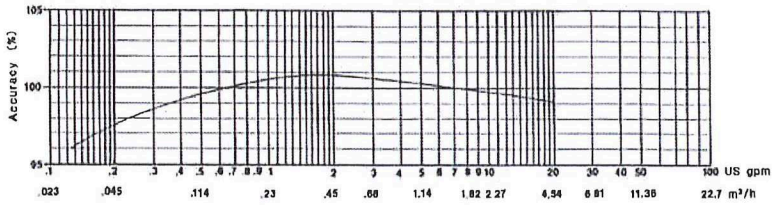
Remote Reading:
- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps
- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

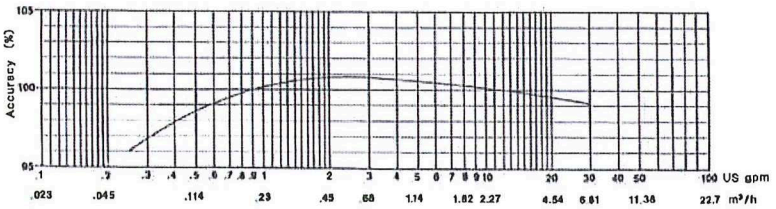
Connections
- Lead free, high-copper alloy, straight or bent

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)

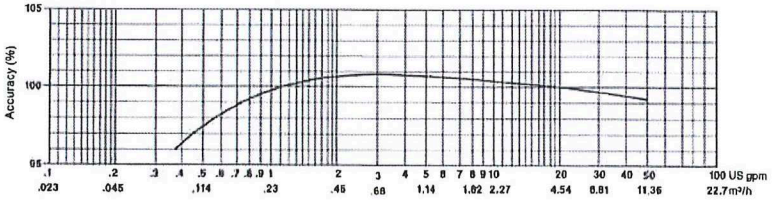
5/8" ACCURACY



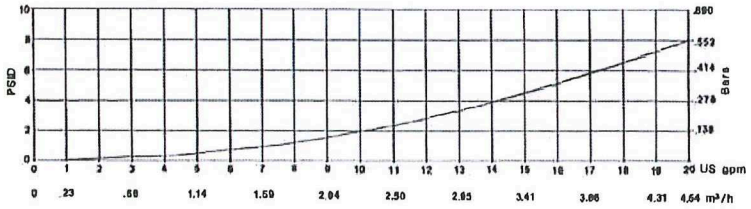
3/4" ACCURACY



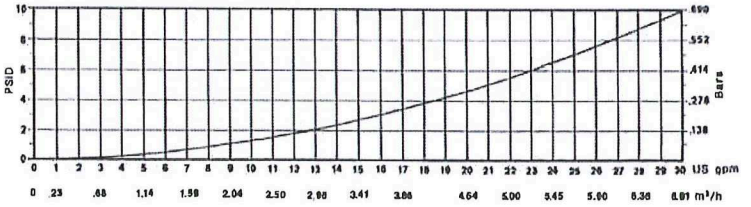
1" ACCURACY



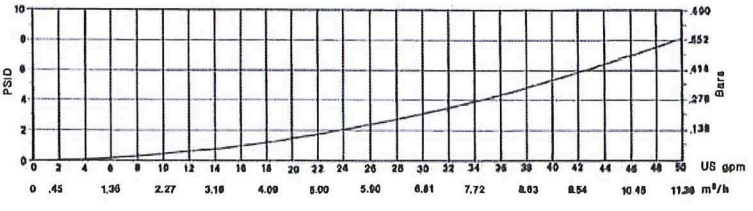
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

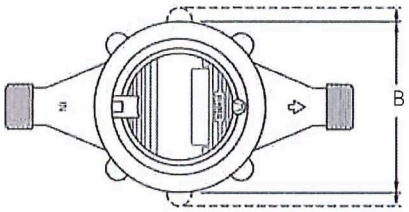


1" PRESSURE LOSS

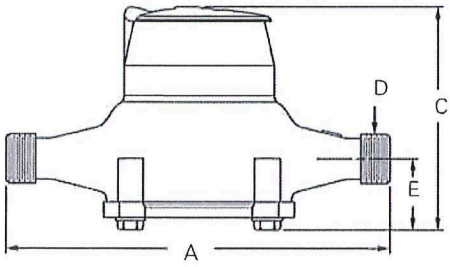


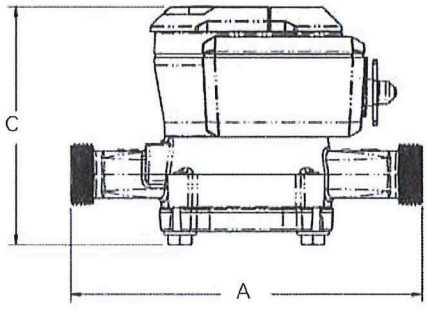
Dimensions

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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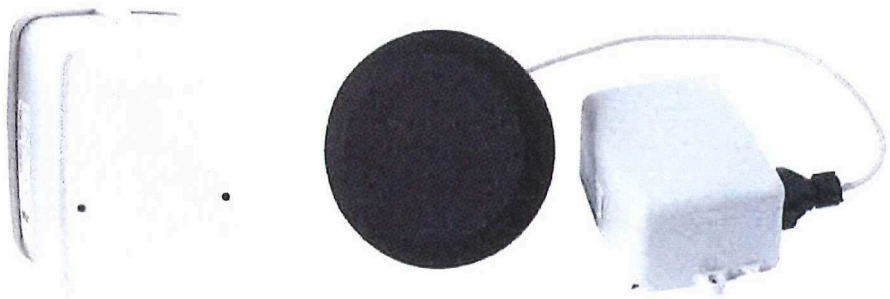
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Reap AMI Benefits with an Existing 4G LTE Network

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.

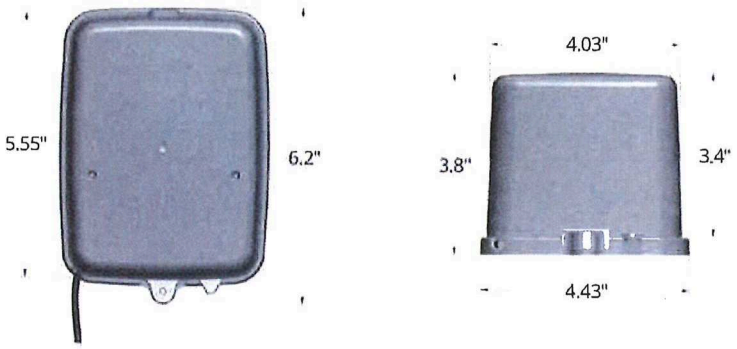
- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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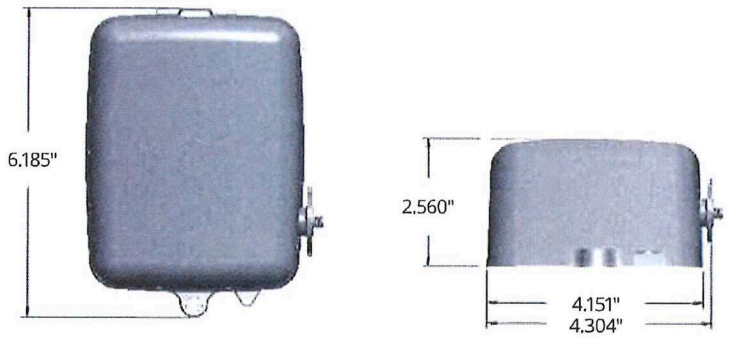
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Dimensions

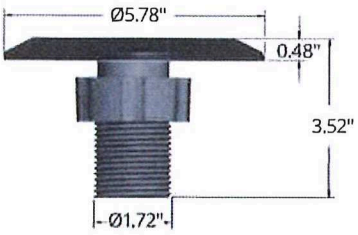
Wall MIU



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

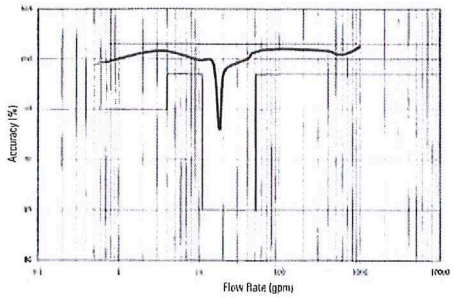
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

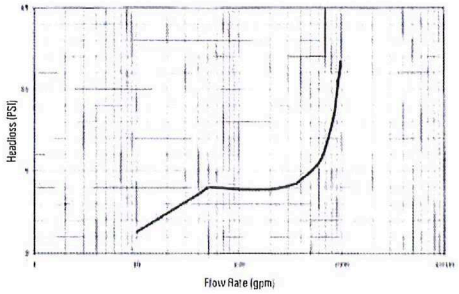
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

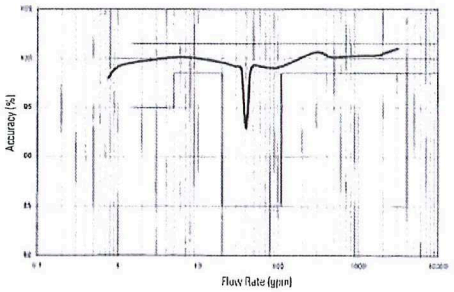
4" Accuracy



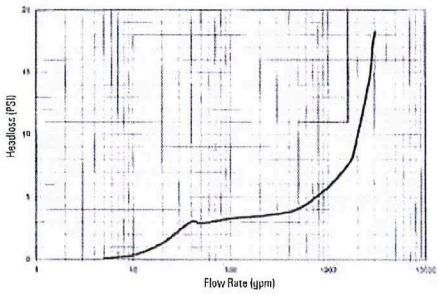
4" Headloss



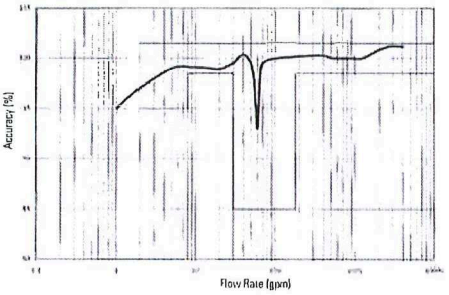
6" Accuracy



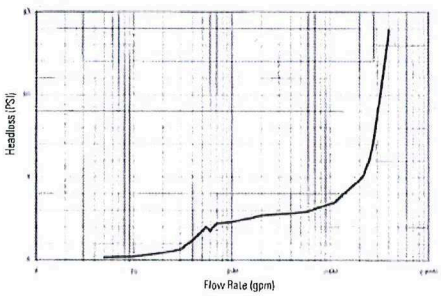
6" Headloss



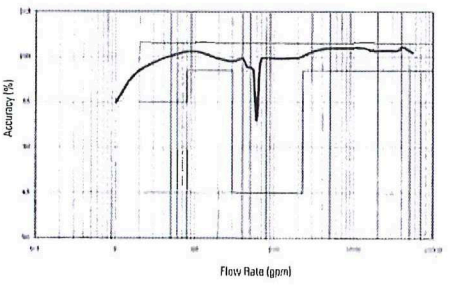
8" Accuracy



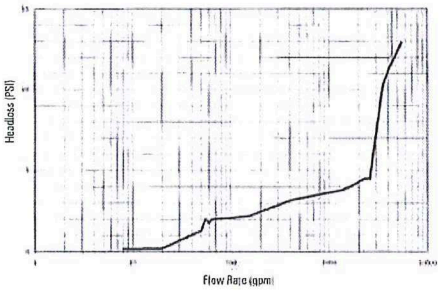
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

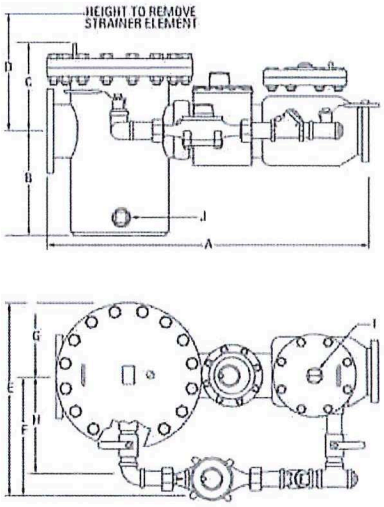
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 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

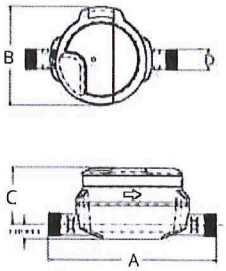
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

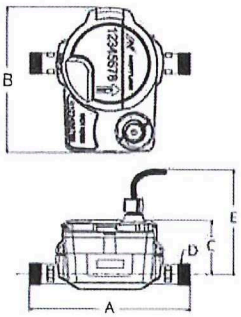
MACH 10® Dimensions

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"



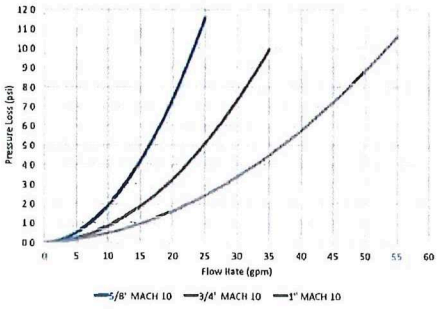
Operating Characteristics

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

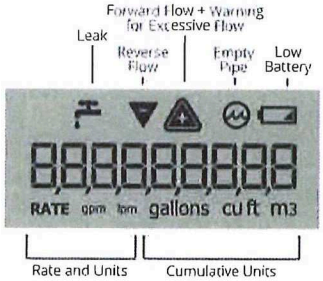
Registration

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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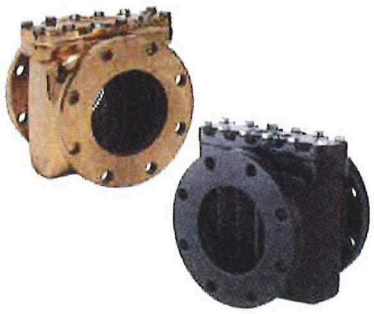
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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

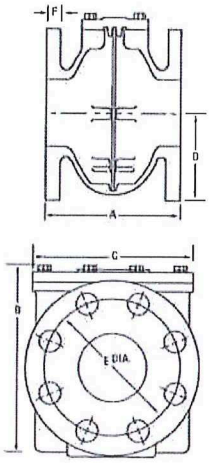
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

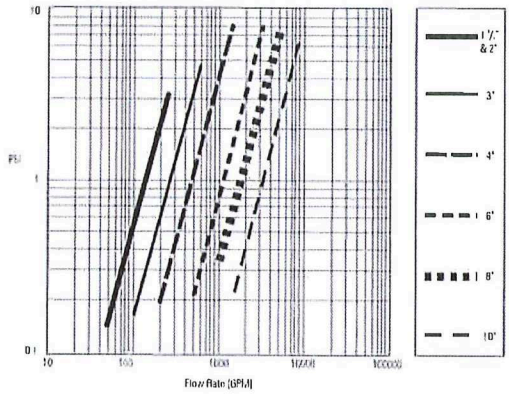
In-line serviceability

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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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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

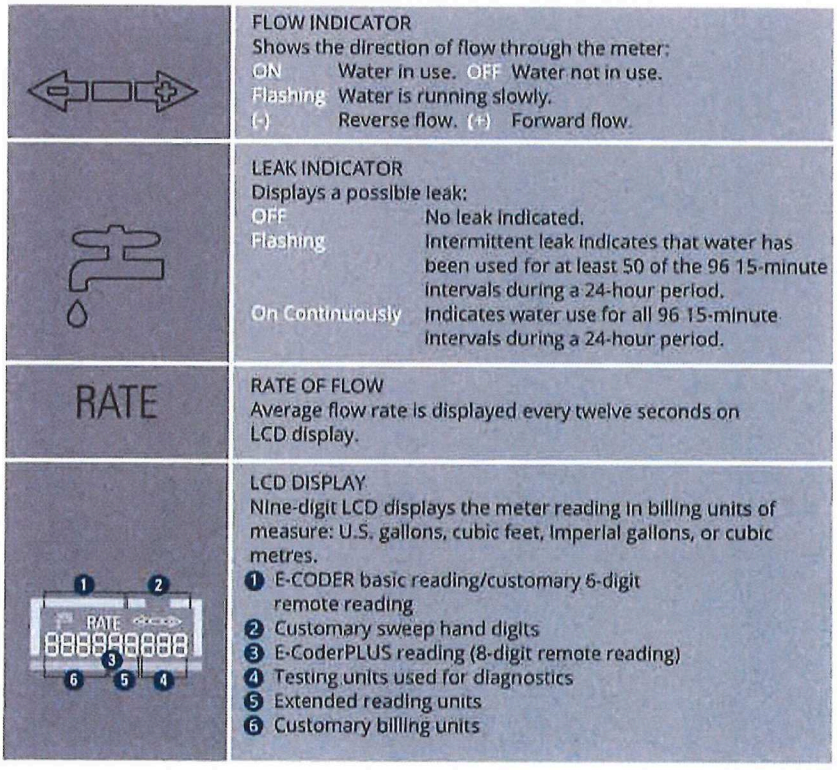
Compatibility

- 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

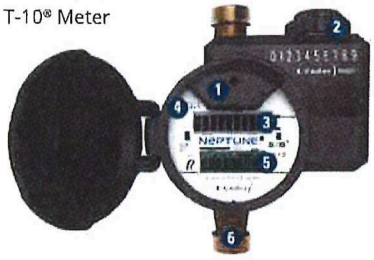
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement



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

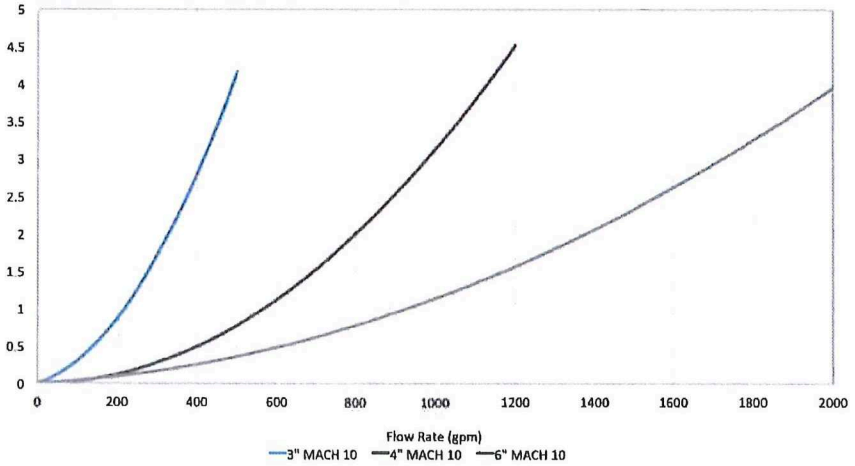
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

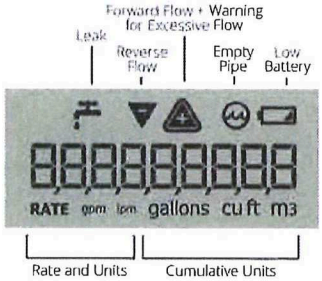
Registration

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



LoRa Alliance Certified™

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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.

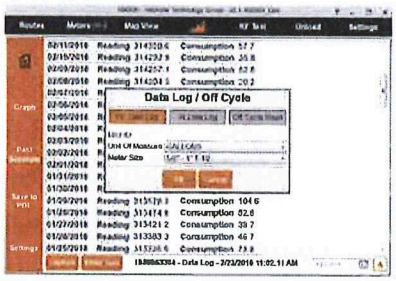
Specifications

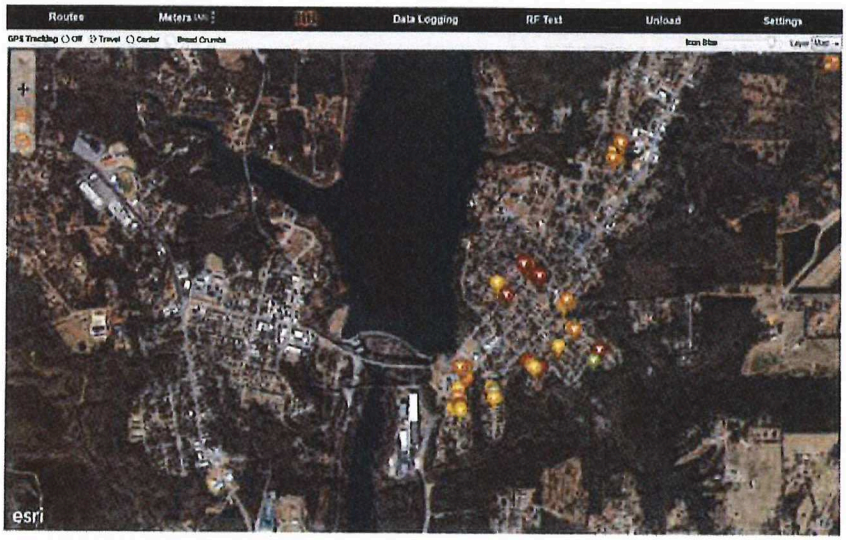
Physical Specifications

- 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

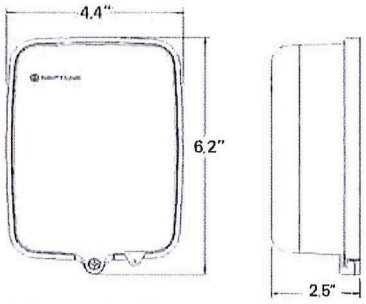
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

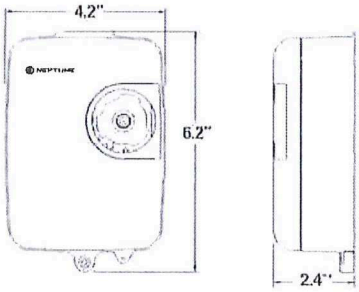
Warranty

20 years (10/10); refer to specific Warranty Statement

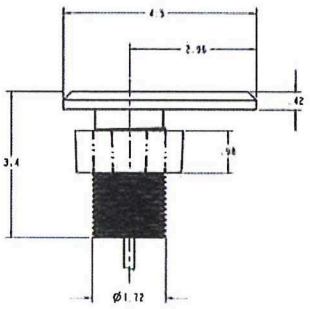
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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PRODUCT SHEET

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

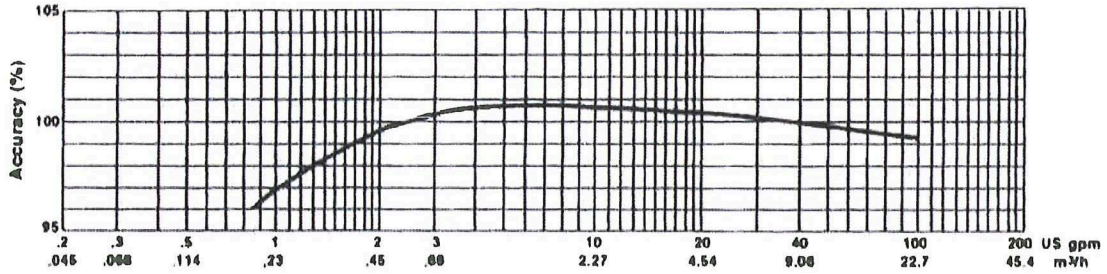
Lead Free Maincase

- 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

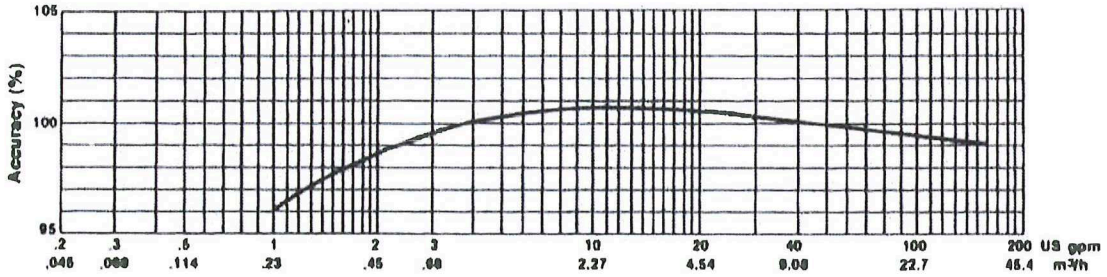
Nutating Disc Measuring Chamber

- 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

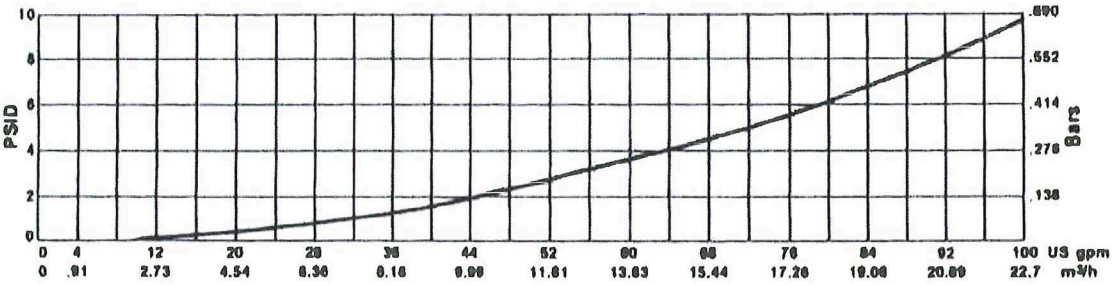
1 ½" Accuracy



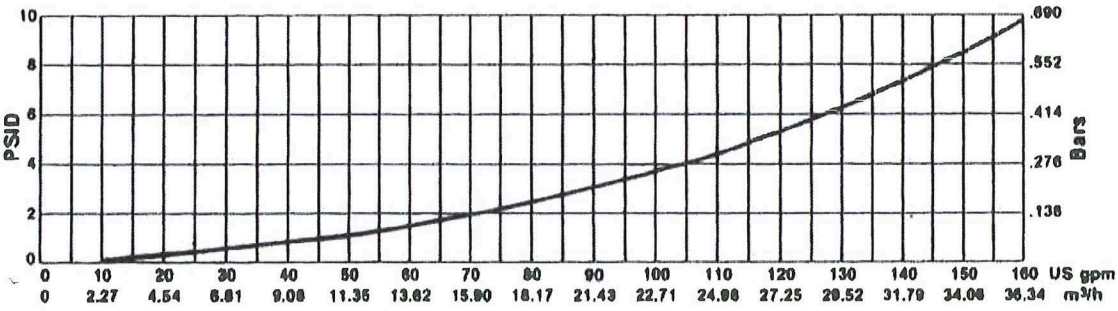
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

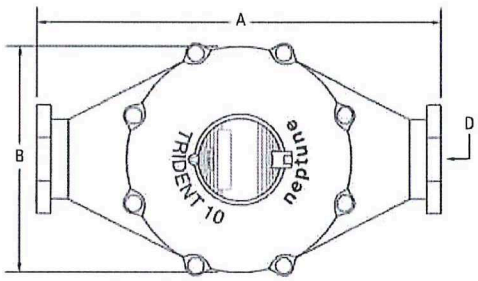
Operating Characteristics

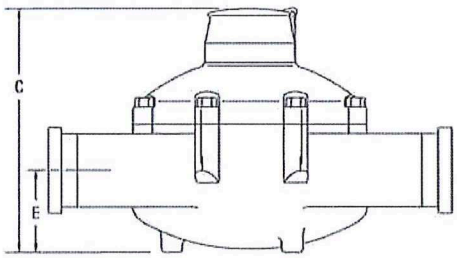
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

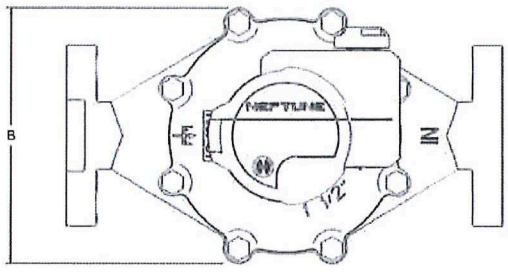
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	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

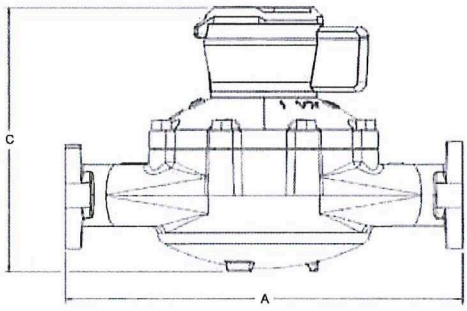
T-10 With Standard Register





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

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)

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*

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PRODUCT SHEET

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

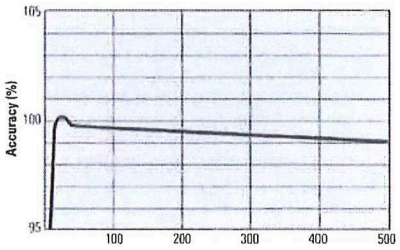
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

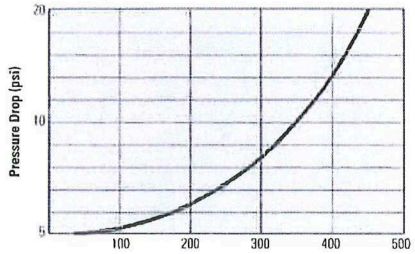
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

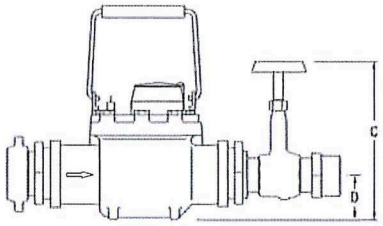
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

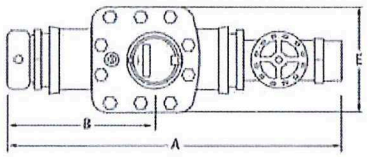
Operating Characteristics

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.

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.

(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.

(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

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

SUNSTATE METER
& SUPPLY, INC.

14001 W Newberry Rd
Newberry, FL 32669

October 25, 2021

Dear Valued Customer,

We would like to personally thank you for your continued support. After much consideration, we have made the decision to sell Sunstate Meter & Supply, Inc. effective October 25, 2021. Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service.

Business changes
Your sales/customer service representative(s) will not change, but your payment remittance should be sent to Ferguson's address:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

We will also be converting to Ferguson's computer system so invoices, packaging slips, etc. will look slightly different.

About Ferguson
Ferguson is the largest wholesale distributor of residential and commercial plumbing supplies in the U.S., and is also a major distributor of waterworks products, HVAC equipment, fire protection systems, and industrial products and services. Celebrating more than 65 years in business and headquartered in Newport News, VA, the company employs 28,000 associates in 1,400 locations.

Please be assured the superior customer service you have come to expect from us will continue. We have worked hard to earn both your business and your trust, and we are certain these strong customer relationships will continue to grow. If you have any questions, please do not hesitate to contact us.

Sincerely,

Keith Ellenburg
President

Enclosure: New remittance information

powered by
FERGUSON

SUNSTATE METER
& SUPPLY, INC.

ATTENTION: ACCOUNTS PAYABLE

Customers remitting payments by check should send payments to:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

Customers remitting payments by ACH or wire transfer should remit as follows:

Bank Name: Bank of America
411 North Akard Street
Dallas, TX 75201
Account Name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment, please include the following information in the addenda or email remit to ACH@Ferguson.com:

1. Main Branch Number: 3650
2. Invoice Number: This number is located on the upper right hand of the invoice.
3. Amount Paid: Please include the amount paid per invoice.

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FERGUSON

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This FIRST Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the **City of Cocoa** and **Sunstate Meter & Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.**

The agreement entered into on October 13, 2020, is hereby amended to renew for the 1st of three renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on August 16, 2021 and terminating on August 15, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Sunstate Meter & Supply, Inc.

By: Keith Ellenburg
(Name) Printed

President
(Title)

Signature 8/24/2021
Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature 9-14-2021
Date

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

ORIGINAL

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
MASTER AGREEMENT FOR WATER METER
AND METER READING EQUIPMENT PURCHASES

This SECOND Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the City of Cocoa and Sunstate Meter& Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.

All references to "Sunstate Meter & Supply, Inc." in the purchase agreement (and in all other provisions of the Master Agreement) are hereby replaced with "Ferguson Enterprises, LLC DBA Ferguson Waterworks."

Payment remittance will now be made to: Ferguson Waterworks #751, PO Box 100286, Atlanta, GA 30384-0286.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Ferguson Enterprises, LLC	**CITY OF COCOA**
By: Matthew Rizzo	**By:** Stockton Whitten
(Print Name)	(Print Name)
Director – Meter & Automation	City Manager
(Title)	(Title)
11/4/21	11/9/2021
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

AMENDMENT TO PURCHASE AGREEMENT

3rd AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This THIRD Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made between the **City of Cocoa** and **Ferguson Enterprises, LLC DBA Ferguson Waterworks #751, 7800 Ellis Road, Melbourne, FL 32904-1517.**

The agreement entered on October 13, 2020, is hereby amended to renew for the second of three renewal options available under the original contract for twelve (12) additional months commencing on August 16, 2022, and terminating on August 15, 2023.

The agreement is further amended to accept a product pricing increase attached herein as EXHIBIT A.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

FERGUSON WATERWORKS #3648	**CITY OF COCOA**
By: Terri KimBrough	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Sales Manager	Mayor
(Title)	(Title)
6/4/22	7-12-2022
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
1				
2			**CITY OF COCOA, FL.**	
3			**Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 198.50
7	673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 198.50
8				
9		ED2D21RPWG11S2596	3/4" T10 BB Meter W/R900i Gallon Register	$ 225.00
10		ED2D21RPWG11S2597	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 225.00
11				
12	673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 299.50
13	673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 299.50
14				
15	673-008-00007	ED2H11RPWG11S2596	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 525.00
16	673-008-00017	ED2H21RPWG11S2596	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 525.00
17				
18	673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 686.00
19	673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 686.00
20				
21		ET4HRPWG11S2596	1 1/2" HPT Meter W/R900i Gallon Register	$ 795.00
22		ET4HRPWG11S2597	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
23				
24		ET4ARPWG11S2596	2" HPT Meter W/R900i Gallon Register	$ 795.00
25		ET4ARPWG11S2597	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
26				
27		ET4BRPWG11S2596	3" HPT Meter W/R900i Gallon Register	$ 1,328.80
28		ET4BRPWG11S2597	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,328.80
29				
30		ET4CRPWG11S2596	4" HPT Meter W/R900i Gallon Register	$ 1,485.29
31		ET4CRPWG11S2597	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,485.29
32				
33		ET4DRPWG11S2596	6" HPT Meter W/R900i Gallon Register	$ 2,462.47
34		ET4DRPWG11S2597	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,462.47
35				
36		ET4ERPWG11S2596	8" HPT Meter W/R900i Gallon Register	$ 3,533.33
37		ET4ERPWG11S2597	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 3,533.33
38				
39		ET4FRPWG11S2596	10" HPT Meter W/R900i Gallon Register	$ 5,753.75
40		ET4FRPWG11S2597	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 5,753.75
41				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
42		EC3BRPWG11S2596	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,591.25
43		EC3CRPWG11S2596	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 3,033.52
44		EC3DRPWG11S2596	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 5,130.50
45				
46		EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 8,705.88
47		EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,177.60
48		EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 17,687.06
49		EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 21,982.34
50				
51		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
52		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
53		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
54		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
55		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
56		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
57				
58		53120-000	2" Bronze Flanged Meter Strainer	$ 438.75
59		53107-000	3" Bronze Flanged Meter Strainer	$ 796.74
60		53107-100	4" Bronze Flanged Meter Strainer	$ 1,388.88
61		52000-201	6" Bronze Flanged Meter Strainer	$ 2,096.66
62		52000-304	8" Bronze Flanged Meter Strainer	$ 3,517.61
63		52000-402	10" Bronze Flanged Meter Strainer	$ 5,561.64
64				
65		53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,351.00
66		53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,593.33
67		53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 9,424.00
68		53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$12,138.00
69				
70		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
71		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
72		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
73		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
74		9605-005	8" Strainer Installation Acc. Kit	$ 94.69
75		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
76				
77			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 183.00
78			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 292.45
79				
80			3/4" Mach 10 Meter W/ Pigtail	$ 204.00
81			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 312.85
82				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
83			1" Mach 10 Meter W/ Pigtail	$ 244.00
84			1" Mach 10 Meter W/ R900i Gallon Register	$ 353.00
85				
86			1 1/2" Mach 10 Meter W/ Pigtail	$ 612.25
87			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 721.00
88				
89			2" Mach 10 Meter W/ Pigtail	$ 747.96
90			2" Mach 10 Meter W/ R900i Gallon Register	$ 857.14
91				
92			3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,517.77
93			3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,640.00
94			3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,517.77
95			3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,640.00
96				
97			4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,275.55
98			4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,377.77
99			4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,275.55
100			4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,377.77
101				
102			6" Mach 10 Meter W/ Pigtail - 18" Length	$ 5,481.00
103			6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	$ 5,600.00
104			6" Mach 10 Meter W/ Pigtail - 24" Length	$ 5,481.00
105			6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	$ 5,600.00
106				
107			8" Mach 10 Meter W/Pigtial	$ 8,990.85
108			8" Mach 10 Meter W/Pigtial	$ 9,092.85
109				
110			10" Mach 10 Meter W/Pigtial	$ 12,061.54
111			10" Mach 10 Meter W/Pigtial	$ 12,200.00
112				
113		ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,290.85
114				
115			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
116			Any Size/Model ECoder Pit Style Gallon Register	$ 80.00
117			Any Size/Model Pit Style R900i Gallon Register	$ 165.00
118	673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	$ 165.00
119	673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	$ 165.00
120	673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	$ 165.00
121	673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	$ 165.00
122	673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00
123	673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
124	673-606-00034	RPW5G11S334	1 1/2"-2" HPT Pit Style R900i RECLAIMED Gallon Register	$ 165.00
125				
126			R900 Wall MIU - 25' Cable	$ 110.00
127			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 120.00
128	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 26.00
129			R900 Pit Lid Antenna - 20'	$ 36.00
130				
131			R900 - FirstNet Cellular Wall MIU - 6' Cable	$ 110.00
132			R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	$ 120.00
133			R900 - FirstNet Cellular Pit MIU W/External Antenna	$ 150.00
134			R900 - First Net Pit Style External Antenna Only	$ 30.00
135				
136			R900 Belt Clip Transceiver v3.0	$ 3,950.00
137			MRX920v4 Mobile Data Collector	$ 10,950.00
138			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 198.60
139			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 119.25
140				
141			R900 Gateway V4 Fixed Network Data Collector	$ 8,950.00
142			R900 Gateway 150W Solar Panel Assembly	$ 3,298.00
143			R900 Gateway UPS Outdoor Power System Assembly	$ 2,080.00
144			R900 Gateway antenna	$ 380.00
145				
146			Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.60
147			Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	$ 0.47
148				
149			Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.80
150			Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	$ 1.13
151				
152			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	$ 6.35
153			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	$ 5.60
154				
155			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,615.00
156			Neptune 360 Additional Remote Training (4-hour training window)	$ 840.00
157			Neptune 360 On-Site Training (8 hours)	$ 1,700.00
158			Neptune 360 Professional Services (per hour fee)	$ 440.00
159			***All parts per current published parts price list - Receive 20 % Discount from published price.***	
160				
161				
162			**Pricing Term: 8/16/22 - 8/15/23**	
163			(2) Optional one-year extensions available upon mutual consent of both parties & contract terms.	
164				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
165				
166				
167			***Ferguson Waterworks - #3648***	
168			***14001 W. Newberry Road, Newberry, Fl. 32669***	
169			**Phone: 352-332-7106**	
170			**Fax: 352-332-5604**	
171			**Contact: Jeff Kimbrough - Sales Manager/Central Florida**	
172			**Cell Phone: 352-516-9791**	
173			**Email: jeff.kimbrough@ferguson.com**	

PO 80150

Invoice Nbr	Invoiced	Amount	Posted
1930490-3	9/22/2022	$ 6,480	10/28/2022
1944126-2	10/11/2022	$ 4,352	10/19/2022
1937715	11/17/2022	$ 155,520	11/28/2022
1944158-1	11/22/2022	$ 47,223	1/04/2023
1937715-1	11/25/2022	$ 9,720	12/02/2022
1974975	1/9/2023	$ 26,208	1/13/2023
1975323	1/11/2023	$ 31,902	1/13/2023
1979656	1/23/2023	$ 10,530	2/03/2023
1944126-3	1/26/2023	$ 194,400	2/02/2023
1964422	3/1/2023	$ 5,143	3/07/2023
1964422-1	3/20/2023	$ 21,342	5/01/2023
1974975-1	3/28/2023	$ 264,000	4/03/2023
1975032	4/6/2023	$ 138,950	4/12/2023
1975323-1	4/6/2023	$ 98,059	4/11/2023
1964422-2	5/2/2023	$ 8,232	5/05/2023
2006540	5/4/2023	$ 16,500	5/10/2023
1973848	5/24/2023	$ 396,000	6/22/2023
1978730	5/25/2023	$ 11,980	5/30/2023
2009174	6/8/2023	$ 26,208	6/15/2023
1978730-1	6/14/2023	$ 3,180	6/16/2023
1964422-3	6/28/2023	$ 170,909	6/30/2023
On Order FY23		$ 154,761	
Contingency		$ 98,402	
Total:		$ 1,900,000	

Order Date	Cocoa PO	Ferguson PO	Neptune Sales Order
12/5/2022	80150-12/05/22 INVENT	E751-1833	S378872
1/3/2023	80150-1/3/23 INVENT	E751-2101	S379780
1/6/2023	80150 1/6/23 INVENT	E751-2169	S379896
7/19/2022	80150-2/9/23 INVENT	E751-2683 & E751-2688	S381316 & S381294
5/15/2023	80150-5/15/23 INVENT		
2/22/2023	80150-2/22/23 INVENT	E751-2907 & E751-2924	
4/24/2023	80150-/4/24/23/INVENT	E751-3894	S384152
6/16/2023	80150-6/16/23 INVENT	E751-4618	S385991

Part #
NED2J11RPWG11S2596
~~NED2F21RPWG11S2596~~
NED2H11RPWGS2596
NED2J11RPWG11S2596
NED2B31RPWG11S2597
NRPW2G11S334
NRPW5G11S334
NED2H11RPWGS2596
NED2J11RPWG11S2596
NRPW2G11
NRPW2G31
NRPW2G51
N13749200
NED2H21RPWG11S2596
NED2J21RPWG11S2596
NED2B31RPWG11S2596
NED2B31RPWG11S2596
NEU3B2G1S2596
N13749200
NED2F21RPWG11S2596
NED2H21RPWG11S2596
NED2H21RPWG11S2596
NRPW2G11S334
NED2F21RPWG11S2596
NED2H11RPWG11S2596
NED2J21RPWG11S2596
NED2J11RPWG11S2596

Description	Qty	Projected Ship Date
2" T-10 P-C R900I V4 PIT METER	12	7/14/2023
~~1" T-10 P-C R900I V4 PIT METER~~	~~40~~	~~5/31/2023~~
1-1/2" T-10 P-C R900I V4 PIT METER	10	8/25/2023
2" T-10 P-C R900I V4 PIT METER	10	8/25/2023
5/8X3/4 T-10 P-C R900I V4 PIT RECLAIMED METER	30	10/27/2023
REG P/C R900I V4 USG 5/8 T10 PIT RECLAIMED	30	7/21/2023
2" HPT REG P/C R900I V4 PIT RECLAIMED	20	7/21/2023
1-1/2" T-10 P-C R900I V4 PIT METER	3	8/25/2023
2" T-10 P-C R900I V4 PIT METER	8	8/25/2023
REG P/C R900I V4 USG 5/8 T10 PIT	384	7/21/2023
REG P/C R900I V4 USG 1" T10 PIT	21	7/21/2023
REG P/C R900I V4 USG 2" T10 PIT	6	7/21/2023
6FT R900I ANTENNA NEW CONNECTION KIT	405	1/20/2023
1-1/2" T10 USG PCRI FIP R900I V4 PIT METER	6	8/25/2023
2" T10 USG PCRI FIP R900I V4 PIT METER	3	8/25/2023
5/8X3/4 T-10 P-C R900I V4 PIT METER	1250	12/22/2023
5/8X3/4 T-10 P-C R900I V4 PIT METER	864	4/12/2024
3" Mach 10 R900i S2596	6	11/17/2023
6FT R900I ANTENNA NEW CONNECTION KIT	1008	6/9/2023
1" T-10 P-C R900I V4 PIT METER	24	8/18/2023
1-1/2" T10 USG PCRI FIP R900I V4 PIT METER	20	10/20/2023
1-1/2" T10 USG PCRI FIP R900I V4 PIT METER	23	12/22/2023
REG P/C R900I V4 USG 5/8 T10 PIT RECLAIMED	40	9/8/2023
1" T-10 P-C R900I V4 PIT METER	13	11/10/2023
1-1/2" T-10 P-C R900I V4 PIT METER FLANGED	7	4/5/2024
2" T10 USG PCRI FIP R900I V4 PIT METER	4	4/5/2024
2" T10 USG PCRI FLANGED R900I V4 PIT METER	5	4/5/2024
3/4" Registers	384	7/11/2023

Pending amount
$ 8,232.00
$ 26,315.00
$ 16,726.00
$ 15,840.00
$ 17,688.00
$ 6,600.00
$ 63,360.00

$ 154,761.00

Legislation Details (With Text)

File #:	23-448	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Approval of Resolution # 2023-080 to Revise Sec. 21.4 Fund Balance and Minimum Reserve Policy of the Financial Operations Manual (FOM). (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2023-080 Amending Sec. 21.4 of the Financial Operations Manual.docx Fund Balance Policy 2023 proposed clean.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Resolution # 2023-080 to Revise Sec. 21.4 Fund Balance and Minimum Reserve Policy of the Financial Operations Manual (FOM).

BACKGROUND:

City Council approved a Fund Balance and Minimum Reserve Policy in 2011 to incorporate the Governmental Accounting Standards Board (GASB) Statement No. 54 - Fund Balance Reporting and Governmental Fund Type Definitions. Reserves were established in Sec. 21.4 of the FOM for Stabilization, Health Insurance and Capital Replacement via Resolution # 2011-109. Subsequently, the reserve requirements were changed through adoption of Resolution # 2015-049, changing the need for a Health Insurance Reserve and establishing that the Capital Replacement Reserve must always be at least $500,000. Staff has recently reviewed the Fund Balance and Minimum Reserve Policy and is updating the policy to require the City Manager to present a listing of recommended Assigned Fund Balance items to City Council concurrent with the issuance of the City's financial statements. Assigned Fund Balance items earmarks funding for one-time purchases. The City Manager previously had the authority to establish the assigned fund balance listing without presenting to City Council for approval since any spending of assigned fund balance would require City Council approval and Assigned Fund Balance is simply earmarking funding for purchases. Staff has also updated Sec. 21.4 of the FOM to include the requirements for the Water and Sewer Fund and the Stormwater Fund reserves. These reserves have been previously approved by City Council through acceptance of the annual revenue sufficiency analyses for each of those funds. A redlined

version and a clean version of the updates to Sec. 21.4 are attached to this agenda item for review.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

City Council adopted Resolution # 2011-109 on March 13, 2018 establishing reserves for Stabilization, Health Insurance and Capital Replacement.
City Council adopted Resolution # 2015-049 on 8/25/15 changing the need for a Health Insurance Reserve and establishing that the Capital Replacement Reserve must always be at least $500,000.

RECOMMENDED MOTION:

Approval of Resolution # 2023-XX to Revise Sec. 21.4 Fund Balance and Minimum Reserve Policy of the Financial Operations Manual (FOM).

Legislation Details (With Text)

File #:	23-405	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	6/23/2023		**In control:**	City Council	
On agenda:	7/25/2023		**Final action:**		
Title:	Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2024 to December 31, 2024 and payments to eligible retirees for Medicare Part B reimbursement. FY2024 Expenditures are Pending the Adoption of the FY2024 Budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf Medicare Part B 2023 Calendar Year Rates.pdf 071223 - Cocoa - Medicare Advantage Renewal Evaluation 2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2023
Agenda Date: July 25, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2024 to December 31, 2024 and payments to eligible retirees for Medicare Part B reimbursement. FY2024 Expenditures are Pending the Adoption of the FY2024 Budget.

BACKGROUND:

On November 24, 2009, the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133 which requires Medicare eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although, Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays the Medicare Advantage United Healthcare (UHC) premium for eligible retirees.

Due to hospital limitations in the local area, on June 23, 2015 Council approved a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider of Aetna for Medicare Advantage Plans with United Healthcare (UHC). Since that time the City has had eight calendar plan renewals with UHC covering the 2016 - 2023 plan years. Medicare plans are regulated by the Centers for Medicare and Medicaid Services (CMS).

The Medicare Advantage Plan with UHC for the 2023 calendar plan year is currently $371.27 per covered member, which was a slight increase from the 2022 year. For the 2024 calendar year renewal, there is a 4% increase to the base premium bringing it to $386.12. Additionally, the ACA Insurer Fee, one of many fees implemented by Congress to help fund the Affordable Care Act (ACA), was also waived by Congress. The fee has not been charged to our plan since the 2020 calendar year.

There is a significant benefit change mandated by CMS for plan year 2024. Effective January 1, 2024, all Medicare Advantage and Part D plans will have a $0 cost share when members of the plan reach the Catastrophic Coverage phase of their prescription drug benefit. There were no other changes to the plan or plan design. Below is a summary of the 2024 renewal for your reference:

Premium/Fee	**2023**	**2024**
Base Premium	$371.27	$386.12
Insurer Fee	N/A	N/A
Total Monthly Premium	$371.27	$386.12

This equates to a total annual premium of $454,077 based on the current enrollment of 98 retirees and/or spouses. A portion of the Plan premiums are paid by retirees and/or retiree survivor spouses to cover any non-City paid premiums, which accounts for approximately 20 of the enrollees. The City's budgetary portion of the premiums total to $280,680 in General Fund and $107,594 in Water/Sewer Fund.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2023 standard Medicare Part B premium amount is $164.90 per month. Medicare sets the Part B rates on a calendar year basis and the 2024 calendar year rates have not been set and Staff has estimated a premium increase in the proposed budget. The total annual costs for Part B reimbursements in FY 2024 will be approximately $130,620 in General Fund and $50,071 in Water/Sewer Fund and have been included in the proposed FY 2024 budget.

This brings the estimated budgetary impact for the Medicare Advantage Plan with UHC and the Part B Reimbursements to $568,965. Summary of budgetary changes based on current enrollment for retirees paid by the City:

Fund	**FY2023**	**FY2024**	**Difference**
General Fund	$402,034	$411,300	$9,266
Water/Sewer Fund	$147,412	$157,665	$10,253
Total	$549,446	$568,965	$19,519

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommends to accept the renewal offer from United Healthcare for the Medicare Advantage Plans for the 2023-2024 plan year.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes

In the proposed budget for FY 2024 estimated, however, the amount may change throughout the year based on enrollments.

Amount Requested	$411,300
Account Number	001-1600-513.23-02
Account Name	Insurances/Medicare Part B

Amount Requested	$157,665
Account Number	421-4010-536.23-02
Account Name	Insurances/Medicare Part B

This renewal is a multi-year expenditure that will include three months of Fiscal Year 2025. The Medicare Advantage Plan is for the plan members at age 65 or older. Retirees under age 65 are under the City's group Cigna plan. The budget in these account lines also includes the retiree coverage for dental and vision plans.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on July 26, 2022, the multi-year renewal with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2023 to December 31, 2023.

RECOMMENDED MOTION:

Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2024 to December 31, 2024 and payments to eligible retirees for Medicare Part B reimbursement. FY2024 Expenditures are Pending the Adoption of the FY2024 Budget.

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RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

Medicare Part B 2023 Calendar Year Rates

Find out if you'll pay a higher Part B premium in 2023:

If your yearly income in 2021 (for what you pay in 2023) was			You pay ea 2023)
File individual tax return	File joint tax return	File married & separate tax return	
$97,000 or less	$194,000 or less	$97,000 or less	$164.90
above $97,000 up to $123,000	above $194,000 up to $246,000	Not applicable	$230.80
above $123,000 up to $153,000	above $246,000 up to $306,000	Not applicable	$329.70
above $153,000 up to $183,000	above $306,000 up to $366,000	Not applicable	$428.60
above $183,000 and less than $500,000	above $366,000 and less than $750,000	above $97,000 and less than $403,000	$527.50
$500,000 or above	$750,000 or above	$403,000 or above	$560.50

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2024

GEHRING GROUP
A RISK STRATEGIES COMPANY

	Current		Renewal	
Summary of Benefits	**2023**		**2024**	
Carrier	**UnitedHealthcare**		**UnitedHealthcare**	
Network Name	**Medicare Advantage National PPO Plan**		**Medicare Advantage National PPO Plan**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Physician Services				
Primary Care Physician	$10	$10	$10	$10
Specialist	$20	$20	$20	$20
Telemedicine / Virtual Visit	$0	$0	$0	$0
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Immunizations (Flu, Pneumococcal, Hep B)	$0	$0	$0	$0
Chiropractic Visit (Medicare-covered)	$20	$20	$20	$20
Eye Exam (Medicare-covered)	$20	$20	$20	$20
Hearing Exam (Medicare-covered)	$20	$20	$20	$20
Dental Services (Medicare-covered)	$20	$20	$20	$20
Lab & Radiology Services				
X-ray Services	$10	$10	$10	$10
Clinical Lab Service	$10	$10	$10	$10
Diagnostic Radiology Service	$20	$20	$20	$20
Hospital Services				
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery	$100	$100	$100	$100
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Urgent Care	$10	$10	$10	$10
Ambulance	$50	$50	$50	$50
Inpatient Mental Health/Substance Abuse	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Office Visit Mental Health/Substance Abuse	$10 / $20	$10 / $20	$10 / $20	$10 / $20
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Durable Medical Equipment	$20	$20	$20	$20
Home Care Visits	$0	$0	$0	$0
Hearing Aid Reimbursement	$500 Allowance Every 36 months	Not Covered	$500 Allowance Every 36 months	Not Covered
Prescription Drugs	*Standard Plan C13 - Group Select Formulary H*		*Standard Plan C13 - Group Select Formulary H*	
$0 to Initial Coverage Limit (ICL) (Gap)	$0 through $4,660		*$0 through $5,030*	
Tier 1: Preferred Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
ICL (Gap) to Catastrophic	*$4,660 through $7,400*		*$5,030 through $8,000*	
Tier 1: Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
Catastrophic	*$7,400 and greater*		*$8,000 and greater*	
Generic	Greater of $4.15 or 5%	Not Covered	**N/A**	Not Covered
All Other Rx Drugs	Greater of $10.35 or 5%	Not Covered	**N/A**	Not Covered
Net Premium 98	**$371.27**		**$386.12**	
ACA Insurer Fee	**$0.00**		**$0.00**	
Total Premium	**$371.27**		**$386.12**	
Monthly Premium	**$36,384**		**$37,840**	
Total Annual Premium	**$436,614**		**$454,077**	
Dollar Change	**-**		**$17,464**	
% Change	**-**		**4.0%**	

Legislation Details (With Text)

File #:	23-449	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Approval to Enter into a Multi-Year Contract with Public Trust Advisors as the City' Investment Manager Utilizing a Piggyback Contract from the City of Dania Beach Contract No. RFQ-22-008. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Trust Advisors, LLC Agreement for Investment Management and Advisory Services executed.pc ADDENDUM 1.PDF ADDENDUM 2.PDF Recommendation of Award.PDF Dania Beach Reso No 2022-061 - Public Trust Advisors LLC.pdf PARTIALLY EXECUTED Cocoa Standard Form for Piggyback Contract No.RFQ 22-008.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval to Enter into a Multi-Year Contract with Public Trust Advisors as the City' Investment Manager Utilizing a Piggyback Contract from the City of Dania Beach Contract No. RFQ-22-008.

BACKGROUND:

The City advertised for an Investment Manager with RFQ-18-0-COC. The bid was awarded to Public Trust Advisors on March 13, 2018, and staff brought the multi-year contract to Council for approval on May 7, 2018 (Agenda # 18-172). The original term was From May 1, 2018 to April 30, 2021 (3 years), with two - one year renewals. An extension to the original contract was agreed upon by both parties, and staff brought the extension to Council for approval on April 11, 2023 (agenda 23-236) for a three-month extension. Staff desires to continue the services of PTA and has obtained a contract that very closely mirrors the services that PTA provides the City. As such, staff is requesting that City Council approve the multi-year piggyback contract through the City of Dania Beach's Contract No, RFQ 22-008, which will go into effect upon approval and expire on June 10, 2025. The Investment Manager assists the Finance Director with the City's investment policy, plan and ultimately the City's investments. The Investment Manager updates the City Council each year regarding the City's

investment performance over the previous fiscal year and demonstrates compliance with the City's Investment Policy. Other periodic reports are prepared by the Investment Manager throughout the fiscal year that are distributed to City Council each quarter. There is a fee for these services, which is 5 basis points on the first $50,000,000, 4 basis points for the next $200,000,000 and 3 basis points for any investments over $250,000,000. The fees are included with the adopted budget each year.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

City Council approved a multi-year contract with Public Trust Advisors from RFP # XXX on XXX.

RECOMMENDED MOTION:

Approval to Enter into a Multi-Year Contract with Public Trust Advisors as the City' Investment Manager Utilizing a Piggyback Contract from the City of Dania Beach Contract No. RFQ-22-008.

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (this "**Agreement**") is entered into as of the 10 day of June, 2022 (the "**Effective Date**"), by and between Public Trust Advisors, LLC, a Colorado limited liability company ("**Public Trust**" or "**Investment Manager**"), and the City of Dania Beach, ("**Client**"). Investment Manager and Client are sometimes hereinafter referred to collectively as the "**Parties**," or any one of them individually as a "**Party**."

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Investment Manager and Client hereby agree as follows:

1. Appointment as Investment Manager.

Client hereby appoints and designates Investment Manager, and Investment Manager hereby accepts such appointment and designation, to act as Client's exclusive investment adviser with respect to the securities, cash, and other property (collectively, the "**Assets,**" or any one of them individually as an "**Asset**") deposited by Client in one or more accounts under Investment Manager's supervision (collectively, the "**Account**"). The duration of such appointment and designation shall be for the Term of this Agreement (as defined in Section 7), subject to earlier termination as provided in this Agreement.

2. Investment Manager Services.

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall have full discretionary authority to invest, reinvest or otherwise manage the Assets in the Account, including, without limiting the generality of the foregoing, the authority to direct the Designated Custodian (as defined in Section 4(a)) to deliver Assets for the purpose of effecting purchases, sales, trades or other transactions in the Assets ("**Transactions**"). All of the services to be performed by Investment Manager described in the preceding sentence are hereinafter collectively referred to as the "**Services**." Except as set forth in Section 2(b), Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax, or other general administrative services with respect to the Account.

(b) Investment Manager shall provide Client with a written monthly and/or quarterly report identifying the inventory of the Assets in the Account and the Transactions in the Assets for the subject period. For purposes of this Section 2(b), Investment Manager will be deemed to have satisfied the requirement of providing a written report by giving Client secure online access to Client's Account containing applicable Transactions, investments, and associated reporting for the subject period.

(c) Investment Manager shall have no responsibility for the accuracy or completeness of any information provided to Investment Manager by Client.

(d) Unless Investment Manager otherwise agrees with Client in writing, Investment Manager will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving the Assets held in, or formerly held in, Client's Account or the issuers of securities that are included among the Assets of the Account.

(e) To the extent that any securities in the Account have voting rights, Client shall have the option, in its sole discretion, to vote proxies with respect to such securities, and Investment Manager shall not vote any such proxies.

(f) Investment Manager may from time to time utilize the services of a third party in a sub-advisory capacity (a "**Sub-Advisor**") to provide certain services to Client, including, but not limited to, arbitrage rebate compliance services. In any such case, Investment Manager will obtain prior written permission from Client regarding the appointment and use of any such Sub-Adviser, provided that Investment Manager will be responsible for the selection of any Sub-Advisor and will monitor the performance of services provided by any Sub-Adviser.

3. Investment Policy Statement.

Investment Manager agrees to use its best efforts to manage Client's Assets within the Account in accordance with Client's written investment guidelines and restrictions for the management of the Account (the "**Investment Policy Statement**"). Investment Manager shall make investment decisions in accordance with the Investment Policy Statement. Investments in the Assets may be in cash or securities. The Investment Policy Statement applies only to the Assets in the Account being managed by Investment Manager. To the extent that Investment Manager is managing a portion of Client's account strategy (i.e., a partial portfolio), Client shall provide Investment Manager with prompt written notice and identification of Assets that are not part of Client's portfolio and are not being managed by Investment Manager to allow for Investment Manager's initial and ongoing securities review for compliance with the Investment Policy Statement. Investment Manager will use its best efforts to obtain the "best execution" in connection with the purchase and sale of any legacy securities. Prior to the first trade of an Asset in the Account, Investment Manager, after due diligence review of any legacy securities, reserves the right to liquidate or decline to accept any legacy securities that are not consistent with the Investment Policy Statement or Investment Manager's review of "best execution" of trades in Assets of the Account. Client may provide Investment Manager an amended Investment Policy Statement at any time, and Investment Manager shall implement such amended Investment Policy Statement as soon as practicable after being provided with the amended Investment Policy Statement. Notwithstanding anything in this Section 3 to the contrary, in no event will Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which Investment Manager is subject, provided that Investment Manager shall give Client reasonable written notice of any such determination.

4. Custody of Assets.

(a) Investment Manager shall not have authority to take or hold custody or possession of any Assets of the Account or to cause a Designated Custodian (as defined in this Section 4(a)) below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account, and receiving from the Account, the Management Fee payable to Investment Manager under Section 5 this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the "**Advisers Act**") and Rule 206(4)-2 thereunder or other applicable law. Client shall, by written notice provided in accordance with this Agreement, designate one or more custodians that will be a "qualified custodian" under Rule 206(4)-2 of the Advisers Act (collectively, the "**Designated Custodian**"). The Parties agree that the Designated Custodian shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts, and other Transactions made with respect to the Account, the collection of all income of the Account (including, but not limited to, interest and dividends), and the acquisition and safekeeping of the Assets comprising the Account. Investment Manager shall not have any rights or access to the Assets or the Account except as specifically set forth in this Agreement.

(b) Client agrees to promptly furnish, or to cause the Designated Custodian to promptly furnish, to Investment Manager, all data and information Investment Manager may reasonably request to establish the Account and render the Services. Client acknowledges that, in accordance with the Advisers Act, it receives custodial statements at least quarterly from the Designated Custodian. The Designated Custodian further acknowledges that such statements set forth the amount of funds and each Asset in the Account at the end of each reporting period (which is no less frequent than quarterly) and identify all Transactions in the Account during such period. Client acknowledges it has the responsibility to reconcile the report from Investment Manager with the statement from the Designated Custodian and to notify Investment Manager immediately if there are any discrepancies.

(c) Client shall instruct the Designated Custodian to (i) carry out all Transactions directed, in writing or electronically, by Investment Manager, (ii) confirm to Investment Manager in writing or electronically, all completed Transactions, and (iii) cooperate with Investment Manager in its performance of the Services under this Agreement.

(d) Investment Manager shall instruct all brokers and dealers executing orders on behalf of the Account (i) to forward to the Designated Custodian and Client copies of all confirmations promptly after execution of Transactions, and (ii) that the settlement process for all Transactions shall be delivery vs. payment (DVP).

(e) Client will provide Investment Manager with a certificate setting forth the names and specimen signatures of the individuals who are authorized to act on behalf of Client, and the Designated Custodian agrees to inform Investment Manager promptly in writing of any change of such authorized individuals. Investment Manager is entitled to rely, without independent investigation, upon any notice, instruction, direction, or communication that has been executed by an individual who is so identified in such certificate as authorized to act on behalf of Client or the Designated Custodian.

(f) Client will provide Investment Manager with prompt written notice in advance of engaging a new Designated Custodian or Sub-custodian in connection with the Account.

5. Management Fee [and Expenses].

For Investment Manager's Services to Client under this Agreement, Client agrees to pay Investment Manager an annual fee calculated in accordance with the schedule of fees below (the "**Management Fee**"), payable in monthly installments in arrears. The Management Fee is based on the average daily market value, plus accrued interest, of the Assets under management in the Account (including cash and cash-equivalents) and based on the number of days in the month and year for the specified billing cycle.

Fee Schedule

First $50,000,000 – 5 basis points or 0.05%

Next $200,000,000 – 4 basis points or 0.04%

Over $250,000,000 – 3 basis points or 0.03%

Investment Manager will send Client a copy of its invoice for the Management Fee for each billing period, and Client shall remit payment in full for the full amount of such invoice within 30 days of the date of the invoice. In the event that the Designated Custodian so consents, Client authorizes Investment Manager to submit Client's Management Fee invoice to the Designated Custodian and hereby authorizes the Designated Custodian to pay the Management Fee directly from Client's Account (monthly in arrears).

6. Performance Reports.

Investment Manager shall have the right to acknowledge Client as its client and use the performance history and supporting documentation of (i) the Account from the Effective Date until the date of termination of this Agreement, and (ii) the Assets of the Account. During the Term of this Agreement and for such period thereafter that Investment Manager continues to use any such performance history, Client shall make available, and/or make reasonable efforts to cause the Designated Custodian to make available, to Investment Manager, at Investment Manager's sole expense, all information reasonably necessary to allow for the recalculation of portfolio and composite-level returns, for the purposes of establishing and maintaining an audited performance record of the Account conforming to the Global Investment Performance Standards (GIPS®), provided such information shall not be unreasonably burdensome to Client. Notwithstanding anything herein to the contrary, in no event will providing any such information be deemed unreasonably burdensome to Client if such information shall be provided pursuant to applicable law or regulation. Investment Manager shall indemnify and hold Client harmless from and against any loss, liability, claim or expense, including attorneys' fees and expenses, arising from Investment Manager's wrongful use of such information**.**

7. Term and Termination.

The term of this Agreement shall commence on the Effective Date for an initial term of three (3) years (the "**Initial Term**") and shall thereafter renew automatically for additional terms of one year (each, an "**Additional Term**"; the Initial Term, together with any Additional Term, is hereinafter referred to as the "**Term**") unless terminated by either Party on 30 days' prior written notice prior to the final day of the Initial Term or any Additional Term. In addition, in the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement, if such material breach is not cured within 30 days after written notice of such breach is given by

the non-breaching Party to the breaching Party. Notwithstanding anything to the contrary herein, Sections 5, 14, and 17 shall survive termination of this Agreement.

8. Asset Transfers.

Client shall determine the Assets that will be transferred to or from the Account from time to time and shall promptly notify Investment Manager, in writing, of its determinations in this regard, no fewer than 7 days prior to effecting any such transfer.

9. Consent to Electronic Delivery of Documents.

(a) Client consents to the delivery of documents related to the Services electronically, as described below ("**Consent to Electronic Delivery**").

(b) Client agrees and acknowledges that delivery of documents may be via electronic media, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

(c) Client will provide Investment Manager with appropriate email addresses for sending electronic information consistent with the Consent to Electronic Delivery by submitting a Client Information Profile in the form provided by Investment Manager. Client will notify Investment Manager in writing if delivery should be made to any additional email addresses or if delivery to any of the initially provided e-mail addresses should be discontinued. It is Client's responsibility to give notice to Investment Manager of any updates regarding changes to any authorized email addresses. The Consent to Electronic Delivery is valid until such consent is revoked by Client and provided, in writing, to Investment Manager. Occasional requests for paper documents will not constitute revocation of Consent to Electronic Delivery.

(d) Documents subject to this Consent to Electronic Delivery include Investment Manager's Form ADV, Part 1, Part 2A firm brochure and Part 2B brochure supplement, Account reports and reviews and other information regarding Account activity, invoices, tax information and any disclosure or notification that is required under this Agreement, applicable regulations, other regulatory communications, and Investment Manager's Privacy Policy information.

10. Brokerage and Aggregated Transactions.

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers, or counterparties through whom any Transaction in respect of the Account shall be executed. In connection with the selection of such brokers, dealers and counterparties, and the placing of such orders, Investment Manager will seek the "best execution," as described more fully in its Form ADV Part 2A. In addition, Client acknowledges that Investment Manager may aggregate trades placed on behalf of Client with trades placed on behalf of Investment Manager's other clients, so long as such trades are placed for the benefit of Client, within Client's investment guidelines, and are in accordance with Investment Manager's policies described in its Form ADV Part 2A.

11. Client's Representations, Warranties and Covenants.

Client hereby represents and warrants to Investment Manager that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) Client's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Client is a party or by which Client or its property is bound, whether arising by contract, operation of law, or otherwise.

(c) This Agreement has been duly authorized by all required entity action of Client, and, when executed and delivered, will be a legal, valid, and binding agreement of Client, enforceable against Client in accordance with

its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity). Client will provide to Investment Manager such evidence of such authority as Investment Manager may reasonably require, whether by way of a certified resolution or otherwise.

(d) Client has received, prior to, or contemporaneously with, the Effective Date: (i) Investment Manager's current Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager's Privacy Policy (collectively, with the items listed in (i), the "**Disclosure Documents**"). Client further acknowledges that Client has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement, and understands the matters set forth in the Disclosure Documents. In the event of a material change to any Disclosure Documents, Investment Manager shall provide Client with revised Disclosure Documents no later than 60 days following the change.

(e) Client will provide Investment Manager with all information and documentation which Investment Manager requests as being reasonably necessary or appropriate to establish and maintain the Account.

(f) The foregoing representations and warranties shall be continuing during the Term, and if at any time during the Term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Client promptly will notify Investment Manager of such event and of any resulting untruths or inaccuracies.

12. Investment Manager's Representations, Warranties and Covenants.

Investment Manager hereby represents and warrants to Client that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) Investment Manager's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Investment Manager is a party or by which Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise.

(c) This Agreement has been duly authorized by all appropriate action of Investment Manager, and, when executed and delivered, will be a legal, valid, and binding agreement of Investment Manager, enforceable against Investment Manager in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity). Investment Manager will provide to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise.

(d) As of the Effective Date, Investment Manager is a registered investment adviser under the Advisers Act, and, at all times during the Term, Investment Manager shall be either registered under the Advisers Act or exempt from such registration.

(e) Neither Investment Manager nor its Affiliates (as defined in Section 13(a)) are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that would be reasonably expected to give rise to such an order, judgment, or decree.

(f) The foregoing representations and warranties shall be continuing during the Term, and if at any time during the Term any event occurs which would make any of the foregoing representations and warranties untrue or

inaccurate in any material respect, Investment Manager promptly will notify Client of such event and of any resulting untruths or inaccuracies.

13. Other Investment Manager Clients.

(a) Investment Manager and its Affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its Affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to or differ from those that Investment Manager hereby undertakes to perform with respect to the Account. As used in this Agreement, the term "**Affiliate**" of a person means any other person who controls, is controlled by, or is under common control with, such person.

(b) Investment Manager and its Affiliates may give advice and act in the performance of their duties to other clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client of Investment Manager, so long as it is Investment Manager's policy and practice, to the extent practicable, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

14. Standard of Care.

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. At a minimum and not in lieu of greater standards of care in applicable state and federal law, Investment Manager will perform all duties and responsibilities in this Agreement with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like objectives. Nothing in this Agreement shall in any way constitute a waiver or limitation of any right of Client or any person under federal and state securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied, that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than investments for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of Assets of Client that are not part of the Account or subject to the Investment Policy Statement.

15. Anti-Money Laundering; Office of Foreign Assets Control.

(a) Client understands and agrees that Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control (available at http://www.treas.gov/ofac, as such list may be amended from time to time), (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless Investment Manager, after being specifically notified by Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in the USA PATRIOT Act). Any natural person or entity described in clauses (i) through (iv) of this Section 15(a) is hereinafter referred to as a "**Prohibited Person.**"

(b) Client represents and warrants that neither it nor any of its Affiliates is a Prohibited Person.

16. Agency Transactions.

Client acknowledges that it is aware and understands that Investment Manager or its Affiliates may effect agency Transactions between their respective advisory clients, which may include the Account, provided that, with respect to any such agency Transaction, neither Investment Manager nor any of its Affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act and further provided that Investment Manager provides advance written disclosure to Client of agency capacity in any such Transaction.

17. Confidential Relationship

The terms and conditions of this Agreement, and all information and advice furnished by either Party to the other pursuant to this Agreement shall be treated as strictly confidential and (i) shall not be used by either Party, except as necessary to perform the Services or otherwise satisfy the obligations of the Parties under this Agreement, and (ii) shall not be disclosed to third parties, except (A) as required by law, rule, or regulation, (B) as requested by a regulatory authority, (C) for disclosures by either Party of information that has become public by means other than wrongful conduct by such Party or its officers, employees, or other personnel, or (D) for disclosures by either Party to its legal counsel, accountants, or other professional advisers.

18. General Provisions.

(a) *Notice*. Unless otherwise specified herein, all notices, instructions, and any advice in connection with Transactions or other matters contemplated by this Agreement shall be deemed to be duly given (i) by personal delivery, on the date of delivery, or (ii) by email, on the date of confirmation of receipt, if confirmed by reply email or by telephone, to the following:

If to Investment Manager:

Public Trust Advisors, LLC
Attention: Steve Dixon
717 17th St. Suite 1850
Denver, CO 80202
steve.dixon@publictrustadvisors.com

If to Client:

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Either Party may, from time to time by notice in writing given to the other Party as set forth above, designate a different mailing address or a different or additional person to whom all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction*. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of laws principles thereof. Investment Manager and Client agree that any dispute, controversy, or action, whether equitable or legal, shall be brought in either a federal or state court located in Broward County, Florida and the Parties unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in such jurisdiction. To the extent permitted by law, Investment Manager, Client, or any of their respective Affiliates (for itself and on behalf of the Account) hereby irrevocably waive any and all right to a trial by jury in any legal proceeding, action or counterclaim arising out of or related to this Agreement or the Transactions contemplated hereby.

(c) *Severability*. If one or more of the covenants, agreements, provisions, or terms of this Agreement are held invalid for any reason, those covenants, agreements, provisions, and terms will be treated as severable from the remaining covenants, agreements, provisions, and terms of this Agreement and will in no way affect the validity

or enforceability of the remaining covenants, agreements, provisions, and terms of this Agreement. If the invalidity of any covenant, agreement, provision, of this Agreement deprives any Party of the economic benefit intended to be conferred by this Agreement, the Parties shall negotiate in good faith to develop and substitute a replacement covenant, agreement, provision, or term having an economic effect that is as near as possible to the economic effect of the invalid provision and this Agreement as a whole.

(d) *Entire Agreement*. This Agreement and all attached exhibits and documents which are incorporated herein embody the entire agreement of the Parties with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any such attached exhibit or document, the provisions of this Agreement shall control.

(e) *Amendment*. This Agreement, including any attached exhibits or documents which are incorporated herein, may not be amended, or modified unless such amendment or modification is in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

(f) *Force Majeure*. Notwithstanding anything in this Agreement to the contrary, neither Party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such Party or its agents, including, but not limited to, nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, *de facto* or *de jure*; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Assets; or the breakdown, failure or malfunction of any utilities or telecommunications systems, or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of Transactions; or acts of war, terrorism, insurrection, or revolution.

(g) *Waivers*. No delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(h) *Titles or Headings*. Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor*. Investment Manager represents, warrants, and covenants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations, including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager and all of its employees.

(j) *Insurance.* Investment Manager represents that there currently exists in full force and effect an insurance policy for errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverages appropriate for this Agreement. Investment Manager covenants that such insurance policy shall be maintained at all times while this Agreement is in effect. Investment Manager agrees that, upon Client's request, it shall (i) provide Client with a certificate of insurance evidencing the effectiveness of such insurance, and (ii) name Client as an additional insured with respect to any insurance identified in such certificate of insurance. Investment Manager shall also provide Client with written notice of any adverse change to, or termination of, any such insurance policy.

(k) *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one and the same instrument binding on all Parties, notwithstanding that all Parties shall not have signed the same counterpart. To facilitate execution of this Agreement, the Parties may execute and exchange the signature page by facsimile, PDF counterparts or electronically completed and executed by the Parties via the use of media or services such as DocuSign. Client

represents, warrants, and agrees that any electronic signatures and information appearing herein were made and provided by Client and that such electronic signatures and information will have the same legal validity, enforceability, and admissibility as though they were manually made by Client.

(l) *Further Assurances and Documents*. Investment Manager and Client agree to execute such additional documents, and to perform such further acts, as may be necessary or advisable to carry out the provisions of this Agreement.

(m) *Cumulative Remedies*. The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

(n) *Assignment*. No assignment (as that term is defined in Section 80(b)-2 of the Advisers Act) of this Agreement may be made by either Party without consent of the non-assigning party, provided that Investment Manager may assign or delegate all or part of its duties or rights under this Agreement to any of its Affiliates. For purposes of determining Client consent in the event of an assignment, Investment Manager will give Client written notice of the assignment. If Client does not object in writing within 30 days of the date of such notice, Client will be deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and permitted assigns of the Parties.

[Signatures on following page.]

AUDREY LOUISE PARKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164011887
MY COMMISSION EXPIRES MARCH 25, 2024

Public Trust Advisors, LLC, a Colorado limited liability company

By: Sandra K Fitzgerald

Name: Sandra K Fitzgerald

Title: CFO

Date: 06/07/2022

State of Colorado
County of Denver
Signed and affirmed before me on 6/7/22 by Sandra Fitzgerald

Audrey Parker, Notary Public
Audrey L. Parker

My commission expires 3/25/24

[Client]

City of Dania Beach, Florida

By: Ana M. Garcia

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania Beach, ou, email=agarcia@daniabeachfl.gov, c=US
Date: 2022.06.10 09:14:27 -04'00'

Name: Ana M. Garcia, ICMA-CM

PUBLTRU-01 MFITZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Meghan Fitzsimmons
Rust Insurance Agency, LLC 1510 H Street NW 5th Floor Washington, DC 20005	PHONE (A/C, No, Ext): (202) 776-5015 FAX (A/C, No): E-MAIL ADDRESS: mfitzsimmons@rustinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Public Trust Advisors, LLC 717 17th Street Suite 1625 and 1850 Denver, CO 80202	INSURER A : Continental Casualty Company	20443
	INSURER B : Valley Forge Insurance Co.	20508
	INSURER C : St. Paul Mercury Insurance Co.	24791
	INSURER D : Twin City Fire Insurance Co.	29459
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6045362937	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6045362937	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6045362971	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6050517919	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions			106654286	1/1/2022	1/1/2023	$500,000 Retention	10,000,000
D	Excess Professional			42DC0288129	1/1/2022	1/1/2023		10,000,000

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

The certificate holder is an additional insured as required by written contract in regards to the General Liability.
EPLI Liability: $1,000,000/$150,000 Deductible
Fiduciary Liability: $1,000,000/$5,000 Deductible
D&O Liability: $10,000,000/$500,000 Deductible
Crime: $1,000,000/$25,000 Deductible
Cyber: $5,000,000/$75,000 Deductible

CERTIFICATE HOLDER

City of Dania Beach
100 West Dania Beach Blvd
Dania, FL 33004

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



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CITY OF DANIA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS FOR INVESTMENT MANAGEMENT SERVICES

City RFQ NO. 22-008

ADDENDUM 1

Prepared by:
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

FEBRUARY 24, 2022

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS ("RFQ") FOR
"INVESTMENT MANAGEMENT SERVICES"
RFQ NO. 22-008

QUESTIONS AND ANSWERS

1. We manage assets for other public entities within the State of Florida that fall under Florida Statutes 215.47 which identifies investments and authorized securities allowable for purchase. As a city within the state of Florida and given that the City of Dania Beach code of ordinances also references these Florida State Statutes specifically, would the City be open to allowing its assets to be managed within those guidelines?
   Currently the City's investment policy may be more restrictive than FS 215.47 and the City is open to modifying the list of permitted investments, in consultation with/under advisement of the firm selected through this RFQ.

2. Would you kindly clarify if you are looking for an advisor to the City officials in addition to an investment manager or if you are just looking for an advisor overall?
   Please see the RFQ document "Section 4. Scope of Services". The expectations are clearly defined.

3. Can you please provide the City's investment policy and the a recent holdings report?
   Yes, both documents are provided as an attachement to this addendum.

City of Dania Beach Investments Summary

as of January 31, 2022

Entity	Opening Balance	Ending Balance	Interest Earned	Notes
Centennial Bank	$19,166,384.29	$19,168,011.87	$1,627.58	QPD Account
FL Class	$25,422,190.92	$25,424,306.96	$2,116.04	LGIP
Florida PRIME	$46,658,198.35	$46,663,895.04	$5,696.69	LGIP
Synovus Bank	$19,458,061.56	$19,461,494.99	$1,156.98	ICS Cash Sweep
Florida Municipal Pension Trust Fund *	$13,091,823.67	$13,091,823.67	$0.00	OPEB trust fund
Truist Bank Checking Account	$14,423,321.28	$11,010,864.90	n/a	General Operations
Totals		**$123,809,532.53**	**$10,597.29**	

*** January 2022 statement not yet available**

RESOLUTION NO. 2004-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY WHICH IS TO BE ESTABLISHED BY THE CITY IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Section 218.415, all local governments must adopt a written investment plan for any public funds in excess of the amounts needed for current expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the Investment Policy promulgated by the City, a copy of which is attached, marked Exhibit "A", and incorporated by this reference, is approved by the City Commission as the City Investment Policy.

Section 2. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict.

Section 3. That this resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 10, 2004.

ATTEST:

LOUISE STILSON
CITY CLERK

C.K. MCELYEA
MAYOR – COMMISSIONER

ROLL CALL:
COMMISSIONER ANTON - YES
COMMISSIONER CHUNN - YES
COMMISSIONER FLURY - YES
VICE-MAYOR MIKES - YES
MAYOR MCELYEA - YES

APPROVED AS TO FORM
AND CORRECTNESS:

BY: _____
THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach
Investment Policy

PURPOSE

The purpose of this statement is to set forth the policy and objectives governing the internal and external investment management of the City of Dania Beach cash reserves. The City recognizes that liquidity and preservation of principal are of primary importance in determining investment vehicles.

SCOPE

This policy applies to all the investment activity and cash balances of the city, with the exception of the Pension Funds, which are organized and administered separately. The funds included are as follows:

- General Fund
- Special Revenue Funds
- Capital Projects Fund
- Internal Service Fund
- Enterprise Funds
- Trust and Agency Funds
- Any new fund created by the governing body, unless specifically exempt.

OBJECTIVES

The primary objectives, in priority order, of investment activities shall be:

1. Safety

   Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

   a. Credit Risk

      Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

      - Limiting investments to the safest types of securities;
      - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City will do business; and
      - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations while avoiding the need to sell securities on the open market prior to maturity, and
- Investing operating funds primarily in shorter-term securities, no longer than five years.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active secondary markets.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment shall not have as much weight in comparison to safety and liquidity objectives. The core of investments will be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Securities shall not be sold prior to maturity with the following exceptions:

- Declining credit security could be sold early to minimize loss of principal;
- A security swap that would improve the quality, yield or target duration in the portfolio;
- Liquidity needs of the portfolio require that the security be sold.

No transactions of this kind will be executed without the approval of the City Manager.

STANDARD CARE

1. Prudence

The standard prudence to be applied by the Director of Finance shall be the "Prudent Person Rule" which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their

capital as well as the probable income derived." The "Prudent Person Rule" shall be applied in the context of managing of overall portfolio.

The Director of Finance performing the investment functions, acting in accordance with written policies and procedures, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported immediately and that appropriate action is taken to control adverse developments.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

3. Delegation of Authority

The Director of Finance is designated as the investment officer for the city and is responsible for investment decisions and activities with the approval of the City Manager. The day-to-day administration of the cash management program is handled by the Director of Finance, who shall carry out established written procedures and internal controls for the operation of the investment program. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking services contracts. No person may engage in an investment transaction except as provided under the terms of this policy.

Positions authorized as investment signatories are, Director of Finance and Assistant Finance Director. The persons holding these positions are also authorized to initiate wire transfers for the City. Investment transactions must be approved by the City Manager.

SAFEKEEPING AND CUSTODY

1. Authorized Financial Dealers and Institutions:

   a. Banks
   The City shall purchase certificates of deposit only through qualified public depositories of the State of Florida as identified by the State Treasurer, in accordance with Chapter 20 of the Florida Statutes.

b. Brokers/Dealers

The City may utilize dealers designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, for purchases and sales of securities. The City may also utilize non-primary securities (regional) dealers doing business from offices located in Broward, Miami-Dade or Palm Beach County. Both the firm and the dealer for non-primary dealers must have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years. The firm must have a minimum of $500 million in annual underwriting of U.S. Government Agency Securities or Instrumentalities for the previous calendar year. The firm must have capital of no less than $10,000,000. Both primary and non-primary dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The firms must provide the following information prior to executing investment trades with the City:

1. Audited annual financial statement.
2. Regulatory history, through either the Office of the Comptroller or the Currency for dealer banks, or the NASD (CRD) for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.
4. Proof of state registration.
5. Each Dealer's representative will be required to complete the City's Broker/Dealer Certification Form (Attachment "C") prior to the City conducting any business with the Dealer or its representative.

Before engaging in investment transactions with an institution, the Director of Finance shall receive a signed certification form attesting that the individual responsible for the City's account with that firm has reviewed the City's investment policy and that they agree to undertake necessary and appropriate efforts to preclude imprudent transactions involving City funds.

2. Internal Controls

The Director of Finance or designee shall maintain a system of internal controls, which shall be documented in writing. The external auditor shall review the internal controls annually. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers.

The internal controls should address the followings:

a. Control of Collusion: a situation where two or more employees are working in conjunction to defraud the City.

b. Separation of transaction authority from accounting and record keeping: The person who is authorized to perform the transactions should not

record the transaction; another employee should be designated to record all transactions.

c. Custodial safekeeping: Securities purchased by any bank or dealer including appropriate collateral shall be placed with an independent third party for custodial safekeeping.

d. Book entry securities: This kind of securities must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution.

e. Prohibition of bearer-form securities: This form of securities is much easier to convert to personal use than securities registered in the name of the City.

f. Written confirmation or telephone transactions for investments and wire transfers: Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on the letterhead with authorized signatures.

g. Development of wire transfer agreement with the lead bank or third party custodian: The agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

3. Delivery vs. Payment

All transactions where applicable will be executed by delivery vs. payment (DVP). This ensures securities are deposited in the eligible financial institution prior to the release of funds. A third party custodian as evidenced by safekeeping receipts will hold securities.

AUTHORIZED AND SUITABLE INVESTMENTS

1. Investment Types

The following are the authorized investments and limits on security issues, issuers, and maturities as established within this policy. The Director of Finance shall have the option to further restrict investment in selected instruments, to conform to then-present market conditions.

a. The Florida Local Government Surplus Trust Fund (administered by the State Board of Administration)
b. The Florida Municipal Investment Trust (administered by the Florida League of Cities)
c. Interest bearing checking or savings accounts
d. U.S. Government obligations, which include but are not limited by Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips.
e. Time deposits and savings accounts in bank and savings and loan institutions, under the laws of Florida and the United States.
f. Federal Agencies and Instrumentalities. Including, but not limited to:
    i) Governmental National Mortgage Association (GNMA)
    ii) U.S. Dept of Housing and Urban Development, project notes and local authority bonds
    iii) Federal National Mortgage Association (FNMA)
    iv) Federal Home Long Mortgage (Freddie-Mac)
    v) Student Home Loan Marketing Association (Sallie-Mae)
    vi) Federal Home Loan Bank (FHLM)
    vii) Federal Farm Credit Bank (FFCB)
g. Securities of, or interest in, any open-end and closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss801-1 et seq. as amended from time to time. The portfolio should be limited to securities as listed in sections e and f above, and the company or trust takes delivery of such collateral either directly or through an authorized custodian (i.e. mutual funds).

Any investments not listed above are prohibited.

2. Collateralization

Certificates of deposit and overnight repurchase agreements must be collateralized. The collateralization level will be 100% at a minimum with up to 102% being desired.

3. Compliance with City's Bond Covenants

Whenever ordinances and/or resolutions adopted by the City Commission authorizing the issuance of bonded indebtedness contain specific provisions relative to the investment of funds the investment of such funds must comply with the provision of the applicable bond ordinance.

INVESTMENT PARAMETERS

1. Diversification

Assets held shall be diversified to control the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, a specific instrument, a class of instruments, and a dealer through whom these investments are bought and sold. Diversification strategies within the

established guidelines shall be reviewed and revised periodically as necessary.

2. Maximum Maturities

To the extent possible, the City will attempt to match its investments with overall anticipated cash flow requirements. The City will not invest in long-term securities unless matched to a specific cash flow requirement.

The basic criteria for consideration of the duration for investments are as follows:

- Keep maturities short in a period of constantly rising interest rates based on treasury bill auctions or the daily Fed Funds rate.
- Keep maturities short in a period of an inverted treasury yield curve (short term rates are higher than long term rates)
- Maturities should be lengthened when the treasury yield curve is normal and expected to remain that way based on economic reports taken as a whole. The yield curve is normal when short-term rates are lower than long-term rates.
- Maturities should be lengthened when interest rates are expected to fall based on economic reports taken as a whole.

Authorized Investments	Maximum Maturity Range	Maximum Percent
Fl. Local Government Surplus Trust	N/A	90%
Fl. Municipal Investment Trust	N/A	50%
U.S. Treasury Securities	10 years	75%
Federal Agencies & Instrumentalities	5 years	60%
Certificate of Deposits	3 years	30%

3. Security Selection

When purchasing or selling securities, the Director of Finance shall select the security which provides the highest rate of return within the parameters of this policy. To achieve this objective the selection methods shall be one of the following:

- Competitive bids, wherein the City solicits quotes from a minimum of three firms.
- Comparison to the current market price as indicated by one of the market pricing resources, for example, the Wall Street Journal.

In most situations, the City shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current

market price, as indicated above, shall be utilized when, in the judgment of the Director of Finance, competitive bidding would inhibit the process to select the securities to be purchased or sold.

MONITORING AND ADJUSTING THE PORTFOLIO

The Director of Finance will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments and will adjust the portfolio accordingly.

REPORTING

1. Method

   The Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. The report shall include the following:

   - A listing of individual securities held at the end of the reporting period;
   - Unrealized gains or losses resulting from appreciation or depreciation by listing the costs and market value of securities over one-year duration that are not intended to be held until maturity;
   - Average weighted yield to maturity of portfolio;
   - Listing of investment by maturity date;
   - The percentage of the total portfolio which each type of investment represents.

2. Performance Standards

   The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

CONTINUING EDUCATION

The Director of Finance or other designated staff responsible for making investment decisions must complete annually eight (8) hours of continuing education in subjects or course of study related to investment practices and products in accordance with Chapter 218.415 (14) Laws of Florida.

POLICY

1. Exemption

   Any investments currently held that do not meet the guidelines of the policy shall be exempted from the requirements of this policy. At maturity or liquidation, such funds so invested shall be reinvested only as provided for in this policy.

The Director of Finance may take a sufficient period of time to adjust the existing portfolio to the provisions of the policy so as not to require the premature liquidation of any investment.

2. Annual Audit

In accordance with Chapter 264, Laws of Florida, certified public accountants conducting audits of units of local government pursuant to Florida Statue 11.45 shall report, as part of the audit, whether the city has complied with this policy.

3. Amendment

The policy shall be reviewed on an annual basis. The Director of Finance and the City Manager should recommend any material changes to the Investment Policy to the City Commission for approval.

GLOSSARY

BOOK ENTRY – Book entry are registered securities with ownership evidenced by the records of a registrar. Physical certificates evidencing ownership of the securities are not offered.

CAPITAL PROJECTS FUND – Accounts for financial resources to be used for the acquisition or construction of major capital facilities.

COMPETITIVE BID – A method of purchasing bonds or securities by which the bonds are awarded based upon the best bid subject to firm criteria set forth in a notice of sale.

CONFIRMATION – A written summary of a transaction involving municipal securities which a broker or dealer provides to their customer, a confirmation contains information prescribed by the Municipal Securities Rulemaking Board.

COVENANT – As an issuer's promise to do or to refrain from doing some act, covenants are generally described in a bond contract. Covenants commonly made include: to charge fees sufficient to provide required revenues, to maintain adequate insurance on a project, to not sell or encumber the project, to not issue parity bonds unless certain earnings tests are met, and to maintain and operate the project generating revenues to pay the bonds.

DEALER – A securities firm or commercial bank engaged in the underwriting, trading, or selling of municipal securities.

DEBT SERVICE FUNDS – Accounts for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

DELIVERY versus PAYMENT – There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities which an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

ENTERPRISE FUNDS – Accounts for operation that are financed and operated in a manner similar t private business enterprises, where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered through user charges.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FREDDIE MAC) – A federal corporation which helps to maintain credit for residential housing by supporting the conventional home mortgage market.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE) – FNMA is a government sponsored private entity established to facilitate the orderly operation of a secondary market for home mortgages.

FINANCIAL ADVISOR – Is a firm offering financial consulting services to a governmental entity.

GENERAL FUND – Accounts for all financial resources of a municipality except those required to be accounted for in another fund.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE) – Securities are issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages.

PRIMARY MARKET – The market for new municipal securities issues.

REPURCHASE AGREEMENT OR REPO – The terms of two simultaneous transactions whereby an investor purchases securities from a dealer (or a bank) and the dealer commits to repurchase the securities from the investor at some future date at a fixed price.

SAFEKEEPING – A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET – The general market for trading bonds which were previously offered or sold.

SECURITIES – Evidence of a debt or equity investment in a specific enterprise, including a bond, note, mortgage, stock, limited partnership interest, and other negotiable or non-negotiable forms of investment participation.

SPECIAL REVENUE FUNDS – accounts for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes.

TREASURY SECURITES – Debt obligations of the U.S. government sold by the Treasury Department in the following forms:

Bills or T-Bills – Maturing in 1 year or less, T-Bills are sold at a discount in lieu of distributing periodic interest earnings.

Notes or T-Notes – Interest bearing obligations which are issued to mature In 10 years or less.

Bonds or T-Bonds – Interest bearing, long-term obligations issued to Mature in 10 years or more.

TRUST AND AGENCY FUNDS – Accounts for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and/or trust funds.

YIELD – The rate of annual income return on an investment, expressed as a percentage.

YIELD TO MATURITY – It is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

INVESTMENT INSTITUTION CERTIFICATION FORM

As an authorized representative of the undersigned firm, I hereby certify that said firm has in place reasonable procedures to monitor the activities of employees of this firm engaged in transactions between our firm and the City of Dania Beach. All sales personnel of this firm have been informed and will be routinely informed of the City's investment objectives, policies, risk constraints and other pertinent factors whenever we are so informed. This firm further pledges due diligence in informing the City of foreseeable risks associated with financial transactions connected with this firm.

Authorized Representative

_____ _____

(Firm) (Date)

_____ _____

(Signature) (Printed Name/Title)

As account representative for the City of Dania Beach on behalf of the above referenced firm, I hereby certify that I have personal read and understand that investment policies, in such form as said policies were provided to me. I agree to use my best efforts to comply with the City's written policies and will not knowingly enter in any transaction with the City which appears to be in violation of the City's written policies.

Account Representative

_____ _____

(Signature) (Printed Name/Title)

_____

(Date)

Agenda Request Form
City of Dania Beach

Agenda Item: # 7.4

Date of Commission meeting: **8/10/2004**

Description of Agenda Item: Adopting an investment policy

Commission action being requested:

Adopt Resolution or Ordinance ☑ Expenditure ☐ Award BID / RFP ☐

Presentation ☐ General approval of item ☐ Continued from _____ meeting

Other (Please explain):

Summary explanation and background:

As required by Florida Statute Chapter 218.415, each municipality is required to adopt a written investment plan which will provide allowable investment options and internal controls regarding the investment of the City's surplus funds. A workshop was held in June to provide the Commission information regarding this plan.

Attached exhibits and additional backup materials (Please list):

Resolution

Investment Policy

For purchasing requests ONLY

Department: _____ Amount: _____

Fund: General: ☐ Water: ☐ Sewer: ☐ Stormwater: ☐ Grants: ☐ Capital: ☐

Account Name: _____ Account Number: _____

Submitted by: pvarney Date: 7/29/2004

Department Director: _____ Date: _____

Admin. Services Director: _____ Date: _____

Finance Director: Patricia Varney Date: 7/29/2004

City Manager: Ivan Pato Date: 7/30/2004

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS FOR INVESTMENT MANAGEMENT SERVICES

City RFQ NO. 22-008

ADDENDUM 2

Prepared by:
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

FEBRUARY 28, 2022

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS ("RFQ") FOR
"INVESTMENT MANAGEMENT SERVICES"
RFQ NO. 22-008

QUESTIONS AND ANSWERS

1. Looking at the City's current allocations, we see much of the current portfolio in highly liquid, very short duration funds and/or bank accounts. The proposal request is for an intermediate-term (1-5 year) portfolio which, if benchmarked against a 1-5 Year index, would have an average duration risk of about 2.5 years. Is the City looking to invest all assets into the intermediate strategy or tier its assets by keeping some balance in the funds and/or bank accounts to provide for short-term operating liquidity? If so, is there a percentage split of assets that the City is considering between the two tiers?
   The City is not bound to solely an intermediate-term strategy for the portfolio in its entirety. However, we would like for firms to respond to the question as asked, and the selected advisor will recommend a portfolio that satisfies the City's desire to maximize its return with a longer-term strategy than what is currently in place, while providing adequate liquidity as justified by a comprehensive cash flow analysis.

RECOMMENDATION OF AWARD

RFQ 22-008:
INVESTMENT MANAGEMENT SERVICES

The City of Dania Beach has completed its review of the submissions received and the recommendation of award is to the following proposer(s):

PUBLIC TRUST ADVISORS, LLC

Commission Meeting for Recommendation of Award: April 12, 2022

Thank you to all proposers who participated. We appreciate your interest in doing business with the City of Dania Beach.

RESOLUTION NO 2022-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED INVESTMENT ADVISORY FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PUBLIC TRUST ADVISORS, LLC FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES FOR AN INITIAL TERM OF THREE (3) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has total cash, cash equivalents, and reserves in excess of $100 million that must be invested in compliance with the City's Investment policy and Florida Statutes; and

WHEREAS, the City has traditionally relied upon the expertise of its in-house Finance staff for investing reserves and due to the amount of reserves, it is now necessary to procure the services of a professional investment advisor to manage the City's portfolio, ensuring that cash reserves obtain the highest possible return on investment while maintaining the safety of principal; and

WHEREAS, on February 15, 2022, the City advertised RFQ #2022-008 to solicit proposals from qualified investment advisory firms; and

WHEREAS, on March 8, 2022, the City received proposals from five (5) qualified firms and a committee comprised of the City Chief Financial Officer Frank DiPaolo, Deputy Finance Director Adam Segal, City Financial Advisor Dunlap & Associates, City of Hollywood Financial Services Director David Keller, and City of Weston Assistant City Manager/Chief Financial Officer Darrel Thomas, met on March 28, 2022, to discuss the proposals and rank the firms; and

WHEREAS, The firms were ranked as follows, from highest to lowest:

Firm	**Score**
Public Trust Advisors, LLC	451
Chandler Asset Management	441
PFM Asset Management LLC	431
MetLife Investment Management	411
Garcia Hamilton & Associates, L.P.	401; and

WHEREAS, the Finance Department recommends that the City Commission accept these rankings and authorize the City Administration to negotiate final terms and execute an agreement with the highest ranked firm, Public Trust Advisors, LLC, for an initial three-year term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are true and correct, and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the City Administration is authorized to negotiate final terms and execute an agreement with Public Trust Advisors, LLC for an initial three-year term.

Section 4. That the management fee is 4 basis points or 0.04% of the total assets under management; the fee schedule is all inclusive, and there are no additional one-time/setup expenses and fees will be calculated and deducted from the management account on a monthly basis.

Section 5. That this Resolution shall be in force and take immediately upon its passage and adoption.

PASSED AND ADOPTED on April 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

DANIA BEACH ESTABLISHED 1904

TAMARA JAMES
MAYOR

APPROVED AS TO FROM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Public Trust Advisor, LLC, 201 E. Pine Street, Suite 750, Orlando, FL 32801 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

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 City of Dania Beach, FL, said contract being identified as: Investment Management Services, Contract No. RFQ-22-008**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Investment Management Services (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All 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.

2. 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:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL., and City of Dania Beach. The term of said agreement shall be for the period effective date of signature through 06/10/2025.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2023 thru 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. 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.

B. 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.

C. 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.

D. 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.

E. COMPREHENSIVE BUILDER RISK INSURANCE

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.

F. 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.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. 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.

2.4. Venue:
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.

2.5. Dispute Resolution:
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.

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	**For City**
Public Trust Advisors, LLC Attn: John Grady 201 E. Pine Street, Suite 750 Orlando, FL 3280 Phone: 407-588-0076 Email: john.grady@publictrustadvisors.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. 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.

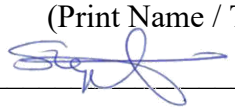
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Public Trust Advisors, LLC

Entered this _____ day of _____

Stephen J Dixon

(Print Name / Title)



(Signature)

June 6, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

Legislation Details (With Text)

File #:	23-432	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/12/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Consideration of the Second and Final Reading (Ordinance 06-2023), a Future Land Use Map (FLUM) Amendment to change the FLUM designation of one parcel of real property totally 5.88 acres from “Commercial” to “High Density Residential”. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2023.docx 825 Forrest Ave. FLU map.pdf 825 Forrest Ave. - location map.pdf 825 Forrest Ave. - Zoning map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of the Second and Final Reading (Ordinance 06-2023), a Future Land Use Map (FLUM) Amendment to change the FLUM designation of one parcel of real property totally 5.88 acres from “Commercial” to “High Density Residential”.

BACKGROUND:

The subject property for this Future Land Use amendment is comprised of a 5.88-acre parcel, owned by Charity Properties LLC. The parcel is located west of Forrest Avenue, east of US-1 and north of Hillcrest Drive and Grimes Street. A map depicting the location of the subject parcel is attached as Exhibit “A”. The City is requesting to change the Future Land Use Map designation from this property from Commercial (COMM) to High Density Residential (HDR). The current future land use map is provided as Exhibit B. The assignment of a Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.5 states that High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The property owner intends to construct multi-family units on a portion of the property should the future land use amendment and a partial rezone be approved. The existing Matthew’s Hope facilities and daycare are expected to remain on the property. Following the proposed future land use amendment, the property owner is expected to propose a

rezone to RU-2-25 on the western portion of the site.

Future Land Use Designation:	Current: Commercial Proposed: High Density Residential
Zoning District:	Current: Institutional Proposed: RU 2-25 and Institutional
Existing Land Use:	Religious / Social Service Area
Council District:	District 2 - Deputy Mayor Lavander Hearn
Project Number:	23-00500001

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Commercial	Neighborhood Commercial	Bank and Retail/Offices
South	Commercial	Multiple Family Dwelling (RU-2-15)	Residential and Offices
East	Neighborhood Commercial and Commercial	Neighborhood Commercial	Residential and Retail
West	Commercial	Wholesale Commercial	Storage and Auto Repair

The application of HDR Future Land Use designation would allow for multi-family use on the property. The future land use amendment will not negatively impact or diminish the service level of public facilities.

The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - “In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner”.

Future Land Use Element consistency

GOAL 1.1: Create and maintain a broad range of activities that maximize the City’s potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities.
Policy 1.1.2.5: High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.
A. High-density residential areas shall have access to a major collector street or a roadway with a higher functional classification.
B. It is the intent of the City to provide these areas with safe and convenient pedestrian access to nearby recreation and shopping facilities.

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.

At the June 7th Planning and Zoning meeting, members recommended by a vote of 5-4 to approve Ordinance 6-2023. At the July 11, 2023 City Council meeting, Council members approved the First Reading of this Ordinance to move it forward to Second Reading for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

June 7, 2023 - Planning and Zoning Board made recommendation for approval to Council.
July 11, 2023 - City Council passed on the First Reading of Ordinance 06-2023.

RECOMMENDED MOTION:

Consideration of the Second and Final Reading (Ordinance 06-2023), a Future Land Use Map (FLUM) Amendment to change the FLUM designation of one parcel of real property totally 5.88 acres from “Commercial” to “High Density Residential”.

Exhibit B – Future Land Use Map

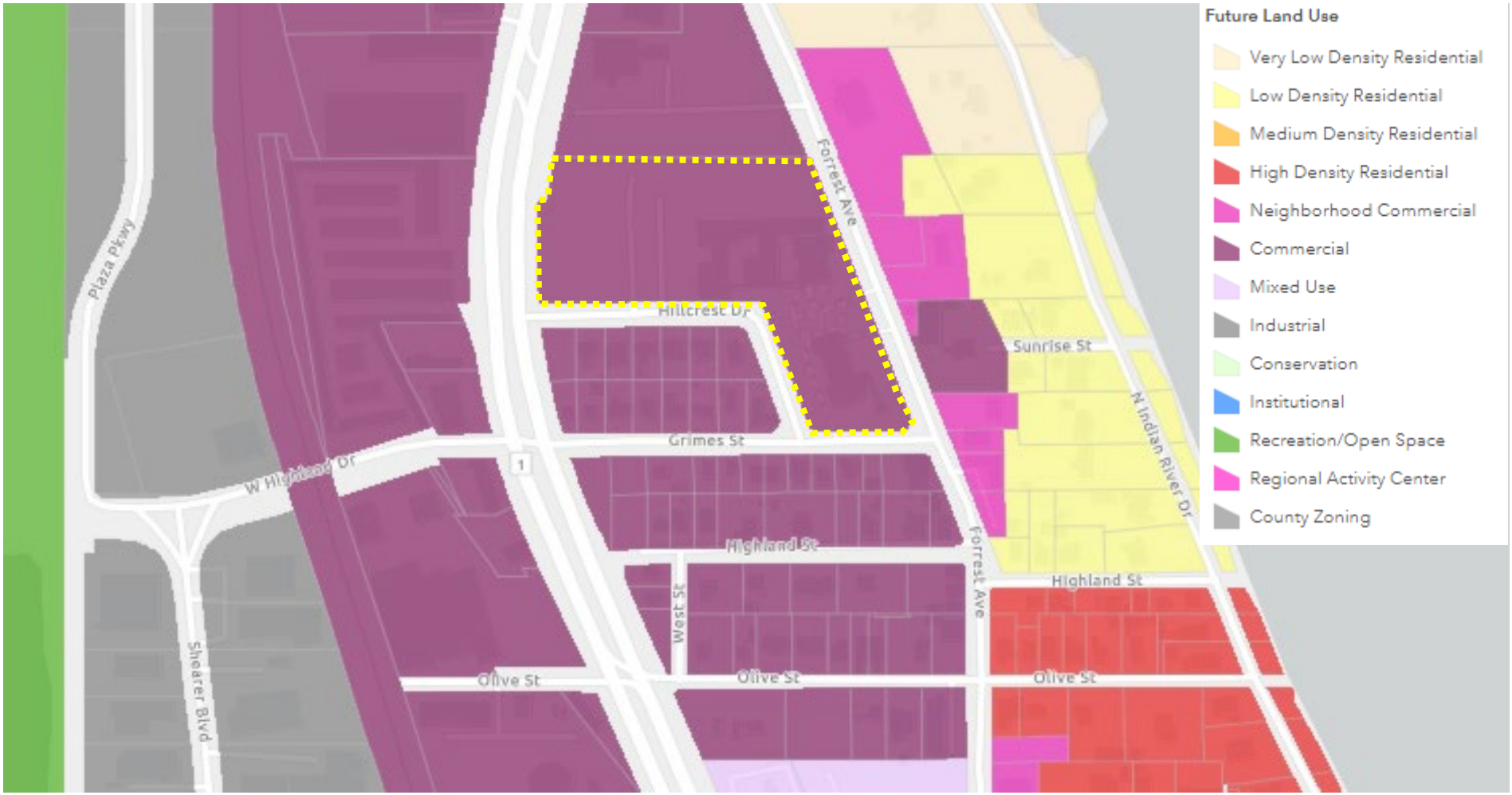
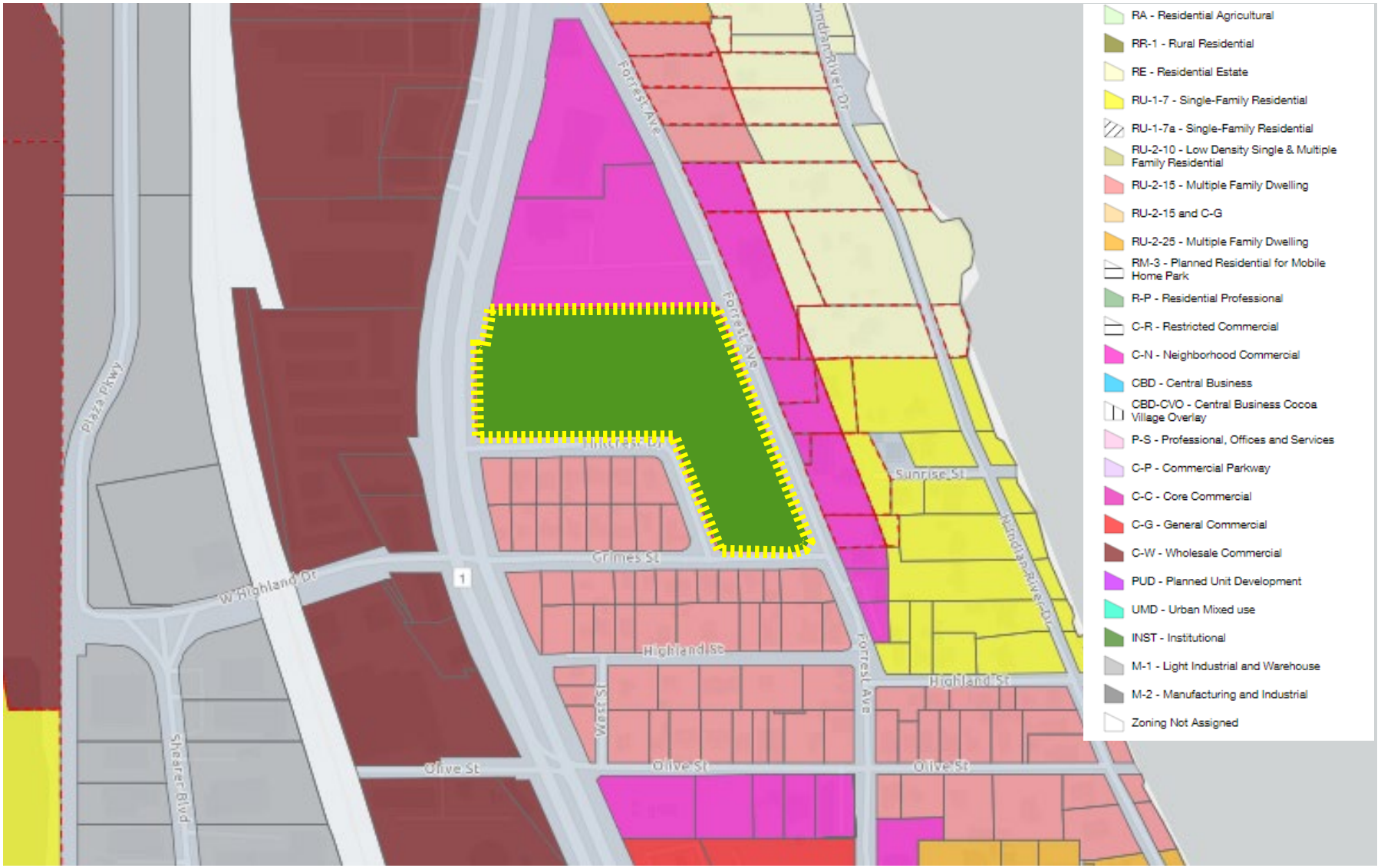


Exhibit A – Location Map



Exhibit D – Zoning Map



Legislation Details (With Text)

File #:	23-433	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/12/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Consideration of Second and Final Reading of Ordinance 08-2023 Zoning Text Amendment regarding accessory structure regulations. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 08-2023.docx GCI108440 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Second and Final Reading of Ordinance 08-2023 Zoning Text Amendment regarding accessory structure regulations.

BACKGROUND:

At the April 25, 2023 City Council Meeting, the City Council discussed the recommended changes related to setback requirements for accessory structures and requested that a text amendment ordinance be prepared. Through these changes, the requirements can be more clearly understood. Additional changes were also made to modify or eliminate requirements that are not necessary. Accessory Structure requirements can be found in Appendix A, Article XIII, Section 6 of the City of Cocoa Code of Ordinances.

The proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 08-2023, were recommended:

- Remove the requirement for accessory structure-to-building separation entirely. If an accessory structure is proposed to be attached to an existing structure, in some cases it would be considered an addition. There are a number of situations involving residents placing small sheds next to their principal structure. Currently, this would not be allowed. However, no accessory structure may be erected so as to obstruct any ingress or egress to or from the main structure, such as windows or exterior doors to maintain safety in the event of a fire.

- Clarify that while no occupation or business may be conducted in an accessory building, home-based businesses compliant with the Florida State Statute 559.955 would be allowed, except that retail transactions may not be conducted in an accessory building or structure in accordance with the statute.

- Clarify the language that when a building is erected on “lots fronting two streets”, this means on a through lot, which sits parallelly between two public or private roadways, and not to corner lots. For through lots, the main structure setbacks for the rear yard would apply.

- Provide direction that when an accessory building is constructed on a corner lot, the side corner lot setbacks for the yard that is not considered the front yard and that is adjacent to the roadway will apply. This will mean the accessory building setbacks will be the same as the main structure setbacks on the side corner lot.

Under this proposed amendment, accessory structures will still not be permitted in any required front or side yard as determined by the applicable zoning district. Further, accessory structures will still be permitted in the rear yard (except for through lots), but not within 5 feet of the lot line.

The Planning and Zoning Board recommended approval of Ordinance 08-2023: Zoning Text Amendment regarding accessory structure regulations at their June 7th meeting. The City Council passed on the First Reading of Ordinance 08-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

June 7, 2023 - Planning & Zoning recommended approval to City Council
July 11, 2023 - Council passed on the First Reading of Ordinance 08-2023

RECOMMENDED MOTION:

Consideration of Second and Final Reading of Ordinance 08-2023 Zoning Text Amendment regarding accessory structure regulations.

Final Publication Date
7/14/2023

Ad Number
GCI1084440

Publication
Florida Today

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Brevard

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Number of Affidavits Needed
1

Customer Email
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65 Stone ST
Cocoa, FL 32922-7982

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Name
Lucilene Ribeiro

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Your Name
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A Daily Publication By:

FLORIDA TODAY
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CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN LUCILENE RIBEIRO

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

7/14/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 14TH DAY OF JULY, 2023 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5.15.27

My commission expires

PUBLICATION COST: $934.40
AD NO: GCI1084440
CUSTOMER NO: 6CI200
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

Ordinance 06-2023 | Parcel ID: 24-36-28-76-A

A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA,** RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. Tax Parcel ID: 24-36-28-76-A.

Firm Foundation Preschool - Mathews Hope



Ordinance 08-2023 | Accessory Structure

B. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

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Legal Notices | Legal Notices | Legal Notices

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

Ordinance 06-2023 | Parcel ID: 24-36-28-76-A

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.68 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. Tax Parcel ID: 24-36-28-76-A.



Ordinance 08-2023 | Accessory Structure

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
July 25, 2023
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

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Legal Notices | Legal Notices | Legal Notices

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

Ordinance 09-2023 | M-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 19 AND 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES RELATED TO SELF-SERVICE STORAGE FACILITIES IN THE M-2 DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT AND RELATED TO RETAIL AUTOMOTIVE GASOLINE/FUEL SALES AND ACCESSORY CONVENIENCE STORES AND RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
July 25, 2023
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

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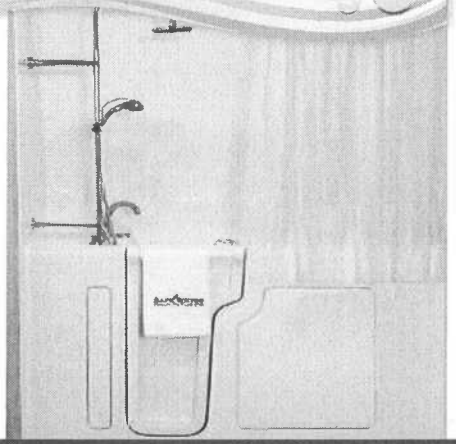
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CSLB 993603 F13DD0002885 13HV0874300

Legislation Details (With Text)

File #:	23-434	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	7/12/2023		**In control:**	City Council	
On agenda:	7/25/2023		**Final action:**		
Title:	Consideration of Second and Final Reading for Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 09-2023.docx Legal Ad				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Second and Final Reading for Ordinance 09-2023: **ZONING TEXT AMENDMENT** regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

BACKGROUND:

The Planning and Zoning Board directed staff to include self-service storage facilities as a special exception use within the M-2 Zoning District with limitations. The addition of self-service storage facilities within this district will continue to encourage the growth of businesses and the expansion of commerce within the City, while limiting the use as a special exception to lots of 4 acres or less. This will continue to preserve larger parcels within the District for heavier industrial uses, which are encouraged in the M-2 District. Also, as part of Ordinance 06-2020, the City Council removed “personal storage” as a special exception in the Central Business District but did not address areas within the Cocoa Waterfront Overlay District with underlying Central Business District zoning. The proposed change would remove the special exception use within the Central Business District subdistricts.

The City has received an application to amend the special exception requirements of this use, which provides for a minimum spacing of 4,000 linear feet from one property to another with this use, regardless of the property's zoning district. The proposed amendment will clarify that the spacing of 4,000 linear feet only applies to properties within the M-2 Zoning District. This will continue to preserve parcels within this district for heavier industrial uses, maintain separation of these uses within the district, and provide for larger gasoline stations capable of servicing heavy industrial uses.

The proposed changes will not negatively impact the intended use of the Industrial Future Land Use. The proposed changes will further enhance the ability to develop parcels under 4 acres that would not typically be utilized for larger heavy industrial type uses into Self-Service Storage. Allowing for the distance limitation between properties for automotive fuel sales to only apply within the district will allow this type of use to serve the heavy industrial type vehicles within the district. Currently, there are a very limited number of parcels located in areas typical for automotive fuel sales that could be utilized.

The Planning & Zoning Board recommended approval of this Ordinance to the Council at the June 7, 2023 meeting. The City Council passed on the First Reading of Ordinance 09-2023 at it's July 11th meeting.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

June 7, 2023 - P&Z Recommended approval to Council
July 11, 2023 - Council passed on the First Reading of Ordinance 09-2023

RECOMMENDED MOTION:

Consideration of Second and Final Reading for Ordinance 09-2023: **ZONING TEXT AMENDMENT** regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

Legislation Details (With Text)

File #:	23-437	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/17/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	

Title: Pass on First Reading of a PUD / a Rezoning (Ordinance 10-2023) of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), a Large-Scale Site Plan, Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, and a Development Agreement for Adamson Creek Phase Two, with conditions. (City Manager)

Sponsors:

Indexes:

Code sections:

Attachments:
Ord 10-2023 Rezoning Adamson Creek Ph2.pdf
Adamson Creek Phase Two Plat Review Comments - Southeastern Surveying.pdf
Development Agreement - Adamson Creek Phase Two - FINAL to CC.pdf
Exhibit 1 to Development Agreement - Overall Site Plan AC Ph2.pdf
Exhibit 2 to Development Agreement - Conservation Property Adamson Creek Phase Two.pdf
Exhibit A - AC Ph2 Location Map.pdf
Exhibit B - AC Ph2 Zoning Map.pdf
Exhibit C - AC Ph 2 FLU.pdf
Exhibit D - Legal Ad.pdf
Exhibit E - (Not Final Plat) Site Plans AC Ph 2.pdf
Exhibit F - AC Ph 2 Site Plan.pdf
Exhibit G - AC Ph 2 Landscape Plans.pdf
Exhibit H - AC Ph 2 Traffic Study.pdf
Exhibit I - AC Ph 2 ERP Permit.pdf
Exhibit J - AC Ph 2 SJRWMD Permit.pdf
Exhibit K - AC Ph2 Wetland Report.pdf
Exhibit L - AC Ph 2 Development Schedule.pdf
Exhibit M - AC Ph2 Supp Declaration to Declaration of Covenants.pdf
Exhibit N - AC Ph 2 House Elevation.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on **First Reading** of a PUD / a Rezoning (Ordinance 10-2023) of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), a Large-Scale Site Plan, Preliminary Subdivision consistent with

Chapter 18 Subdivisions and Appendix A Zoning of the City Code, and a Development Agreement for Adamson Creek Phase Two, with conditions.

BACKGROUND:

This project is referred to as Adamson Creek Phase Two and is the final development within the Adamson Creek neighborhood, located off Adamson Road, in the City of Cocoa. This portion of the project is considered a standalone PUD and Subdivision and is not part of the previous approvals, though Phase Two is connected to the Adamson Creek Phase One and the residents will be able to enjoy the amenities provided in Phase One.

The project is located on the east side of Adamson Road and to the south of the previously developed phases 1A, 1B, and 1C. (Exhibit A - Location Map) Phase 2 includes one parcel of land identified by the Brevard County Property Appraiser as 24-35-22-00-502. Adamson Creek Phase Two will be accessible only through the Phase One entrance on Talbot Blvd and Mycroft Drive.

The Adamson Creek subdivision project was first approved as a Planned Unit Development (PUD) in 2005/2006 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, Phase 1 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 for which the application was valid. 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. Phase 1C was approved in 2021 and is currently under construction.

Project Details:

Phase 2 of the project contains 79.13 acres overall, with 14.39 acres of land that will be developed. The remaining 64.74 acres of land will be placed into a conservation easement, as shown in Tract C of the preliminary subdivision plat. This phase will include 30 single-family homes on a single street. Phase Two will provide common recreational space amenities that will include a walking path surrounding a stocked stormwater pond, along with a fishing platform and other open space areas. The residents of this area will also have the benefits of the amenities provided as part of the previous Adamson Creek Phases.

As part of this approval, the developer is seeking approval of a Development Agreement, which provides for the dedication of a conservation easement to the City over approximately 50.70 acres in lieu of contributions to the arbor mitigation bank. The City will then provide credit to the Developer for trees preserved in the 50-acre conservation easement. This conservation easement would place the 50.70 acres into conservation perpetually. Due to the lack of availability of 4” caliper trees, the developer will also contribute the difference in price between 4” and 3” caliper trees, for the proposed plantings, into the arbor mitigation bank.

Future Land Use Designation: Conservation

Zoning District: RR-1

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Rip Dyal

Legal Ad Date: June 27, 2023

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	Very Low Density Re Conservation (City)	PUD (City)	Single-Family Residential
South	Very Low Density Re Conservation (City)	PUD (City) RR-1 (City)	Single-Family Residential Rural Residential
East	Medium Density Resi Conservation (City)	PUD (City) and GU (Brevard County)	Single-Family Residence and Vacant Land
West	RES 2 (Brevard Coun	GU (Brevard County)	Single-Family Residential and Vacant Land

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.

PUD Analysis:

The decision of the Planning and Zoning Board of the City of Cocoa on the preliminary/final development application shall include the findings of fact that serve as a basis for its recommendation. In making its recommendation, the Planning and Zoning Board of the City of Cocoa shall consider the following facts:

1. Degree of departure of proposed planned unit development from surrounding areas in terms of character and density.

Staff Finding:
The proposed Adamson Creek Phase II single-family residential development is in character with the surrounding areas, which are largely composed of existing and permitted single-family residential PUD land uses most related to the same Adamson Creek development. The subject property sits between Adamson Road to its west and Interstate-95 to its east. The previously approved Adamson Creek projects for single-family residential lots are located to

the north, with vacant and single-family land uses to the west and south. Lost Lakes, a manufactured home subdivision, abuts the subject property to its east and Emerald Lakes, a planned unit development sits to the north.

The purpose of the conservation Easement is to retain land and water in their existing, natural, vegetative, hydrologic, scenic, open and wooded condition and its suitable habitat. The Developer retains the sole responsibility for maintaining the area.

The applicant proposes to build 30 single-family residences on the west side of the subject property, consistent with the lot size and pattern of development already permitted in Adamson Creek Phase One to the north. No commercial or industrial land uses are currently permitted under the existing Conservation and Very Low-Density Future Land Use categories. Further explanation regarding the Very Low-Density Future Land Use category is provided below.

The preservation of existing vegetative buffers will reduce noise and visual impacts to the community. In relation to character, the proposed open space and recreation that will be provided by the project will bolster community activity and connectivity within the PUD.

Pursuant to the Very Low Density Residential Future Land Use, the proposed density on the subject property is restricted to four (4) dwelling units per acre and the applicant is proposing a maximum gross density of 0.38 units per acre, well below requirement.

2. Compatibility within the planned unit development and relationship with surrounding neighborhoods.

Staff Finding:
The proposed single-family development will be compatible with the Adamson Creek neighborhood and with the adjacent residential properties, to the west and south. The new residents will be able to access the amenities, walking path and other open space areas within the PUD.

The perpetual conservation easement will protect the Florida's natural and cultural resources retaining most of all-natural attributes to the area.

By virtue of the existing Future Land Use (Very Low Density Residential), no commercial or industrial uses are permitted in the area.

3. Prevention of erosion and degrading of surrounding area.

Staff Finding:
The Final Development Plan has been subject to certified analysis from licensed professionals (to include engineered site drawings, as well as relevant environmental conditions, topographical data and development impacts) to ensure that all applicable local, regional, state, and federal laws, with regard to the prevention of land erosion and degradation, are met upon the subject property. On-site wetlands will largely be preserved, with 57.43 out of 61.08 acres of total wetlands being preserved, will aid in controlling and minimizing potential environmental impacts to the surrounding areas. Moreover, the project will be required to handle stormwater runoff onsite, thereby reducing impacts to surrounding area.

4. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

Staff Finding:
1A review of the level of service for public facilities is provided below under the Concurrency Management section heading.

5. The nature, intent and compatibility of common space, including the proposed method for the maintenance and conservation of said common space.

Staff Finding:
Adamson Creek Phase 2 will share the same common amenities and open space as Phase 1 in addition to providing further amenities that will be available to both Phase 1 and 2 residents. The previously approved Adamson Creek Planned Unit Development Phase one offers recreation space consisting of a clubhouse, pool courtyard, playground, open lot area for play (Tract K, Phase 1B), walking trails around the stormwater ponds stocked with fish (Tract D, Phase 1B) and wetland areas (Tract M and Tract I Phase 1C). The homeowner's association with keep maintenance responsibilities over all amenities. Adamson Creek Phase Two provides a stocked fishing lake, fishing platform, and elevated boardwalk and walking trail surrounding the fishing lake, which connects to Adamson Creek Phase One.

6. The feasibility and compatibility of the specified stages contained in the preliminary development plan to exist as an independent development.

Staff Finding:
The first phase of the PUD constructed site improvements needed required infrastructure improvements, and common open space. Adamson Creek Phase 2 will continue the private road Mycroft Dr, connecting the development with Adamson Rd and with Adamson Creek neighborhood. Adamson Creek Phase Two will be completed in a single phase.

7. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.

Staff Finding:
As detailed in answer under the Concurrency Management/Adequate Public Facilities - Roadways (Transportation), access to and from the subject property will be from two separate driveway entrances along Adamson Both entrances are located within the previously approved Phase I development. It shall be the burden of the developer to meet all Brevard County Transportation Concurrency requirements. The developer has provided traffic analysis that indicates that there is sufficient capacity on the Adamson Road to meet the parameters of the proposed project.

8. The availability and adequacy of water and sewer service to support the proposed planned unit development.

Staff Finding:

As detailed in the answer under the Concurrency Management/Adequate Public Facilities Water, sewer and reclaimed water response, the project will be serviced by City of Cocoa for potable water, Brevard County for sanitary sewer,

9. The benefits within the proposed development and to the general public to justify the requested departure from standard land use requirements inherent to a planned unit development classification.

Staff Finding:

The residential planned unit development is a concept which encourages and permits variations in development by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, and open space from that normally required under zoning district regulations. The purpose of a planned unit development is to encourage the development of planned residential neighborhoods that provide a range of uses designed to serve the residents of the planned unit development.

Departing standard land use requirements and developing the project under the planned unit development classification permits flexible design to promote conservation, wetland preservation, and more efficient land use management; thus, securing open space for parks and recreational uses. Particular to this project, the proposed planned unit development results in the preservation of over 57 ± acres of on-site wetlands placed into a conservation easement.

Further, the proposed development will have a favorable effect on the city's budget and economy and thus, a favorable effect upon all of its citizens. There is an expected significant increase in ad valorem tax revenue from the build-out of all phases of the proposed PUD single-family development, an increase in state and federal intergovernmental transfers based on population (e.g., sales and fuel surcharge taxes), and an increase in water and sewer revenues.

10. The conformity and compatibility of the planned unit development with any adopted development plan of the City of Cocoa.

Staff Finding:

The proposed PUD conforms and is compatible with the goals and objectives of the Cocoa Comprehensive Plan and the stated vision of the City of Cocoa Council.

11. The conformity and compatibility of the proposed common space, primary residential and nonresidential uses within the proposed planned unit development.

Staff Finding:

> "The accumulation of large areas of usable open spaces for recreation," is one of the primary and central objectives sought to be achieved through the planned unit development concept. Section 17(F)(3) of Article XI, Appendix A, Zoning, Code of the City of Cocoa, establishes the minimum common recreation and open space regulations are for residential planned unit developments. The code defines common recreation and open space, related to a residential planned unit development, as improved usable area designed and intended for the use or enjoyment of residents of the planned unit development. Moreover, "such usable space may be in the form of active or passive recreational areas including but not limited to playgrounds…nature trails and lakes." Staff feels that all of the proposed primary residential and common open space uses within the PUD are compatible with one another. The Preliminary PUD plan clearly promotes a pedestrian-oriented development, with a unique trail system that interconnects with right-of-way sidewalks as well as the various amenities.

The PUD code provides additional requirements not listed above. These include building setbacks, landscape buffer, minimum floor area per dwelling unit, maximum length of structures, off-street parking, lighting, trash enclosures, and preservation of trees/landscape requirements. These have been reviewed and found in compliance.

Site Plan Analysis:

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.

All off-street parking spaces and servicing drives are located within the boundaries of the property being developed as a PUD in compliance with appendix A, article XI.

Floodplain and compensatory storage requirements were reviewed by Geosyntec Consultants on behalf of the City for the previous phases of the project are in compliance with the City's Comprehensive Plan and Code. Floodplain compensatory storage is being provided throughout stormwater ponds in the various phases of Adamson Creek.

Consistency with Comprehensive Plan Policies and Objectives

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

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.

GOAL 1.2: The City of Cocoa shall place a strong emphasis on requiring quality integrated mixed-use development to improve the appearance of the City, increase property values and achieve a higher quality of life for its businesses, residents and visitors.

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.

Future Land Use Element

Policy 1.1.2.13: The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems as defined in Chapter 163 Part II F.S.

B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.

Staff Response: The wetlands within the proposed site plan area are begin mitigated to meet the requirements of St. Johns River Water Management District and will no longer exist once mitigated. Therefore, the limits of the Conservation land use can be administratively adjusted to Very Low Density Residential, which is consistent with surrounding land uses.

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.

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A St Johns River Water Management District Permit for this project was issued on August 4, 2021. This permit is valid through August 4, 2026 and is consistent with the City's stormwater management standards.

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 30 proposed dwelling units the overall demand is 8,610 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. Adamson Road is a Brevard County owned and maintained roadway.

The Space Coast TPO Traffic Counts Report for 2022 indicates that for the SR524 to Pine Rd segment of Adamson Road, the average annual daily traffic trips are 5,650 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. Brevard County is preliminary plans for future intersection improvements at SR 524 and Adamson Road.

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 19,559 which requires 24.45 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.

Fiscal Impact

The proposed development associated with Phase II will result in 30 dwelling units. Based on a projected median sales price of $320,000, the average taxable value per dwelling unit is $260,000.

Based on a 2.28 persons per dwelling unit multiplier, the project can be expected to add 69 persons to the City's population base. An increase in population will positively affect intergovernmental

revenues received where the distribution formula is population based, such as gas and sales taxes.

In addition to the direct fiscal impact to the City's General Fund, the development project will increase the economic attractiveness of the City by increasing its market and trade area potential, a vitally important factor to corporate site selectors as well as retail and dining establishments.

The Planning and Zoning Board recommended approval at their July 12th Planning & Zoning meeting.

Staff recommends **approval** by the City Council of the Final PUD, Preliminary Subdivision for Adamson Creek Phase 2 and Approval of the Adamson Creek Phase Two Development Agreement between the City of Cocoa and DR Horton Inc with the following conditions:

1. The approval of the rezoning to PUD shall be contingent upon execution of the Adamson Creek Phase Two Development Agreement.
2. The approval of the preliminary subdivision shall be conditioned upon the correction of the preliminary plat to conform with the plat review comments provided by Southeastern Surveying on July 7, 2023.

Staff recommends **approval** of the Large-Scale Site Plan with the conditions set forth below:

1. The Large-Scale Site Plan shall not be effective until and unless the Final PUD/Preliminary Subdivision has been approved by City Council.

If approved for First Reading, the Second Reading will be heard at the August 8, 2023 City Council meeting.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

July 12 - P&Z recommended approval

RECOMMENDED MOTION:

Pass on **First Reading** of a PUD / a Rezoning (Ordinance 10-2023) of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), a Large-Scale Site Plan, Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, and a Development Agreement for Adamson Creek Phase Two, with conditions.

ORDINANCE NO. 10-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RR-1 (Rural Residential) to PUD (Planned Unit Development) for the real property depicted and legally described on **Exhibit A**, attached hereto 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. _____ and the Development Agreement dated _____, recorded in the Official Records of Brevard County at Book _____, Page_____. . City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A

Legal Description of Real Property

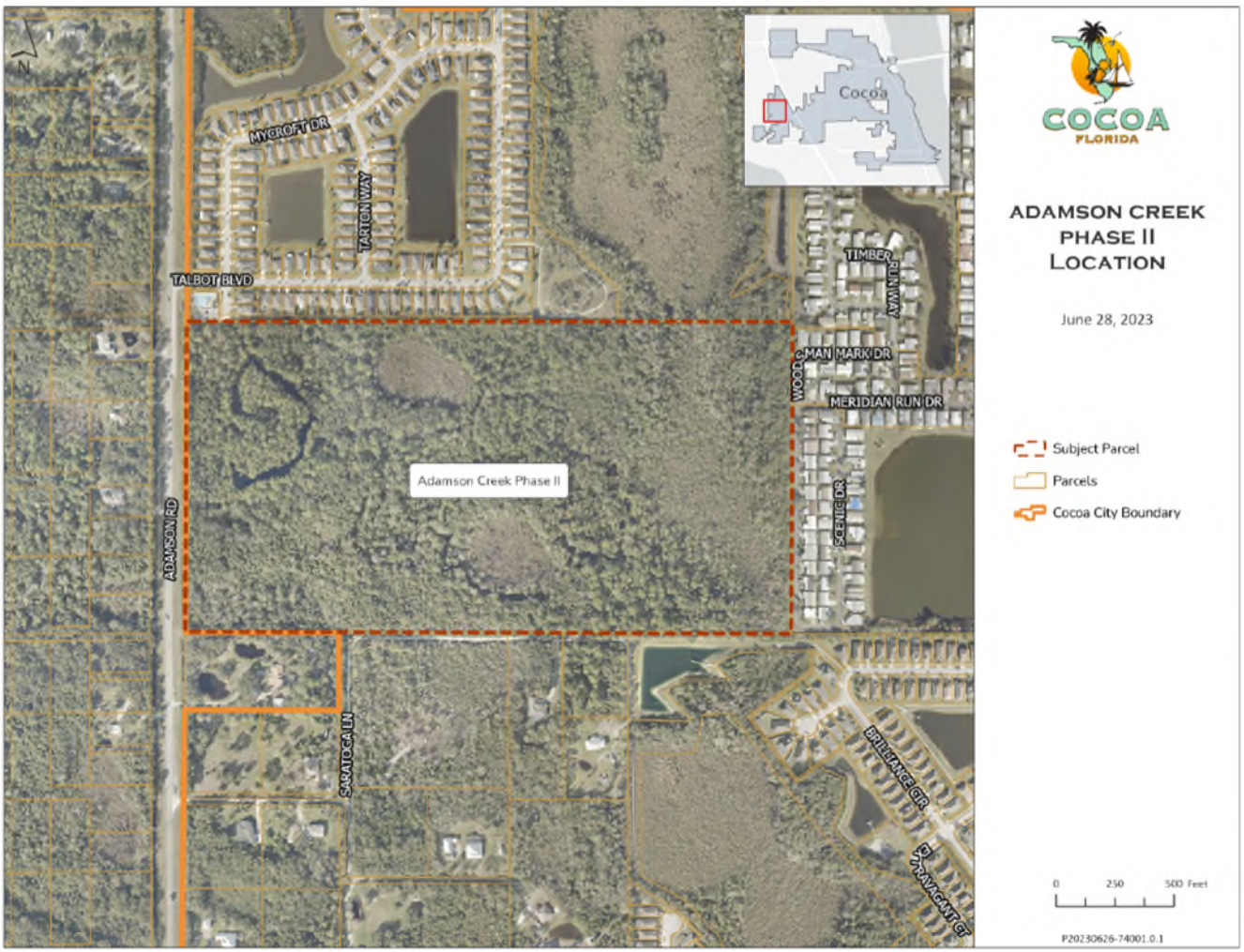
PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.
TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

Depiction of Real Property



FINAL SUBDIVISION PLAT REVIEW
City of Cocoa, Florida

ADAMSON CREEK PHASE TWO

7-7-2023 1ST REVIEW

This plat has been reviewed by the agent of the City and comments have been noted. The plat and supporting documentation will be transmitted to the Cities Professional Surveyor and Mapper for review after these comments have been addressed and all missing supporting documents have been submitted. Additional comments may be generated by the City PSM during their review of the plat. Please contact Andrew Perry at (407) 584-8513 ext. 2220 if you should have any questions or comments.

LEGEND	
[C]	Denotes information is correct.
[X]	Denotes additional information or revision is required.
[#]	Refer to "Additional Comments" and corresponding note.
[NA]	Requirement is not applicable to this plat.
CC	City of Cocoa
FS	Florida Statutes

TECHNICAL REQUIREMENTS

TITLE (Primary Name)

[C] The "primary name" of the plat must be different from any other recorded plat in Osceola County except when the subdivision is further divided as an additional unit or section. (FS177.051.1)

[C] Title appears in bold legible letters. (FS177.091.5)

[C] Words such as "THE", "REPLAT" or "A" are not the first word used in the title. (FS177.051.1)

[C] If replat is a part of the primary name all text is the same size and type. (FS177.051.1)

[C] Title and sub-title (if any), Section, Township, Range, County, City and State are included in heading and appears on all sheets. (FS177.091)

SCALE

[C] Is both stated and graphically illustrated by a graphic scale and appears on all sheets showing any portion of the lands subdivided. (FS177.09

NORTH ARROW

[X] Is prominent and appears on every sheet showing any portion of the lands subdivided. (FS177.091.6) **NORTH ARROWS ARE CONFLICTING.**

INDEX/KEY MAP

[X] Must be depicted if more than one graphic sheet is used to portray subdivided lands. (FS177.091.3)

NO KEY MAP.

[C] Each sheet is labeled with sheet number; total number of sheets and match lines are clearly depicted. (FS177.091.3)

PROFESSIONAL SURVEYOR AND MAPPER

[C] The name of the professional surveyor and mapper or legal entity, along with the street and mailing address and LB or LS number must be shown on each sheet included. (FS177.091.5)

VICINITY MAP

[C] Shows the proposed subdivision in relation to the surrounding streets.

PLAT NOTICE

[C] Notice is exactly how it appears in Statute and appears in a prominent place on front sheet of plat.(FS177.091.27)

"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."

[C] Ink, media type and marginal lines are as noted in statutes.(FS177.091.1)
OC: 24” x 36” sheet size.

TEXT SIZE

[C] Is of a size sufficient to show all detail clearly.

BEARING REFERENCE

[C] Is clearly stated on the face of the plat in the notes and is referenced to a well-established and monumented line. (FS177.091.6)

ABBREVIATIONS

[X] A legend of all symbols and abbreviations occurring on the plat is shown. (FS177.091.29) **SEE RED LINES.**

DEDICATION & ACKNOWLEDGMENT

[C] The "primary name" of the subdivision is shown in the dedication and coincides exactly with the subdivision name. Shows and is executed by all persons, corporations, or entities having record interest in the lands. (FS177.051.1)

[C] Certificate of Consent and approval by mortgagee as a separate instrument or on the plate. (CC)

[C] Dedications and approvals required by 177.071 and 177.081 are included. (FS177.091.12)

DESCRIPTION

[X] Is metes & bounds and describes the lands subdivided and is so complete, that without reference to the plat, the starting point and boundary can be determined and agrees with plat. (FS177.091) **LEGAL NOT METES AND BOUNDS.**

[C] Description agrees with title opinion.

POINT OF BEGINNING

[X] Point of Beginning and all information called for, such as Point of Commencement, bearings and distances are shown. (FS177.091.14) **NOT METES AND BOUNDS.**

DIMENSIONS

[X] Sufficient survey data is shown to positively describe the bounds of every lot, block, street, easement and all other areas shown on the plat. (FS177.091.19) **EASEMENTS ON SHEET TWO. ALSO UNIDENTIFIED LINES ON BOTTOM OF SHEET TWO.**

[C] A witness line showing complete data is provided for subdivisions bounded by an irregular line. (e.g., water bodies, etc.) (FS177.091.19)

[C] All dimensions shown except irregular lines are shown to the one-hundredth of a foot.

(FS177.091.19)

[C] The centerlines of all streets shall be shown as follows: noncurved lines: distances together with either angles, bearings or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths. (FS177.091.22**)**

[C] All Centerlines, P.C.'s, P.T.'s & P.I.'s are labeled.

CURVE DATA

[C] Curvilinear lot lines show the radii, arc distances, and central angles. (FS177.091.20)

[X] All radial lines are labeled as such. (FS177.091.20) **NOTES SAY NON-RADIAL**

LINES WILL BE LABELED, THEY ARE NOT.

[C] Directions of non-radial lines are indicated. (FS177.091.20)

TABLES

[C] When it is not possible to label line or curve information on the map, a tabular form may be used. (FS177.091.26)

[C] Tabular data, if shown, appears on the sheet to which it applies. (FS177.091.26)

CUL-DE-SAC DIAMETERS

[C] All cul-de-sac diameters are shown. (FS177.091.15)

STREETS & RIGHT OF WAYS

[C] The location, widths and names of all streets, waterways, and other rights of way adjacent to or intersecting the subdivision are shown along with recording information.

[C] Location and width of canals and water ways (CC)

EASEMENTS

[X] The location and width of proposed easements and existing easements identified in the Title Opinion or certification are shown on the plat along with their intended use or listed in the notes. Where easements are not coincident with property lines, they are labeled with bearings and distances and are tied to the principal lot, tract or right of way.(FS177.091.16) **ITEMS 10 & 16 IN THE TITLE WORK NOT SHOWN ON THE PLAT. IF THE EASEMENTS DON'T AFFECT PLAT THEN THEY NEED TO BE REMOVED FROM THE TITLE WORK.**

[C] Included in notes is reference to Cable TV services (FS177.091.28)

SECTION & 1/4 SECTION LINES

[X] All section or 1/4 section lines occurring within the plat are shown and labeled as such.(FS177.091.14) **SOUTH & EAST LINE OF THE PLAT NOT IDENTIFIED.**

ADJOINING PROPERTY

[X] All contiguous property is identified by subdivision title, plat book and page or if unplatted, labeled as "not platted". (FS177.091.17) **PROPERTY TO THE SOUTH AND EAST NOT IDENTIFIED.**

[C] If the plat is a replat, there are sufficient ties to controlling lines appearing in the earlier plat to permit an overlay of the previous plat. (FS177.091.17)

LOT NUMBERING

[C] All lots are numbered progressively or if phase development consecutively numbered throughout additions. (FS177.091.18)

[C] All blocks are lettered progressively. (FS177.091.18)

PARKS & RECREATION

[C] All parks and recreation parcels are designated as such. (FS177.091.23)

OUT PARCELS

[C] All out parcels are excluded in the legal description and clearly labeled "NOT A PART OF THIS PLAT". (FS177.091.24)

DEDICATED PARCELS

[C] All dedicated parcels are clearly shown, and their purposes clearly stated. (FS177.091.25)

PERMANENT REFERENCE MONUMENTS

[C] Permanent reference monuments have been placed at each corner or change in direction along the boundary of the lands being platted and are no further than 1400 feet apart. (FS177.091.7)

[C] Where plat corners are not accessible, witness monuments have been set within the boundary of the plat and such offsets are noted. (FS177.091.7)

PERMANENT CONTROL POINTS

[C] Permanent control points have been placed at intersections of centerlines of rights of way and at the intersections and termini of all streets. (FS177.091.8)

[C] All permanent control points have been placed and are shown on map by appropriate symbol or designation. (FS177.091.8)

LOT CORNERS

[C] Lot corners have been placed where PRM's and PCP's are not required.(FS177.091.9)

SUPPORTING DOCUMENTATION TO BE FURNISHED BY SUBMITTING FIRM

[C] Copy of Boundary Survey performed or updated within one year of plat submittal.

[X] Closure sheet for Boundary on 8 ½" X 11" Sheet.

NOT PROVIDED.

[C] Copy of title opinion.

THIS PLAT DOES NOT CONFORM TO THE REQUIREMENTS FOR PLATTING IN THE STATE OF FLORIDA AND THE CITY OF COCOA.

ANY ISSUES NOT ADDRESSED BY THIS REVIEW REMAIN THE RESPONSIBILITY OF THE PLATTING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

ADAMSON CREEK PHASE TWO DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2023, by and between the **CITY OF COCOA**, 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 the State of Florida ("**Developer**"), whose mailing address is 1430 Culver Drive, Palm Bay, Florida 32907.

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 79.13 acres, more or less, of real property located northwest of the State Road 524/Interstate 95 intersection in Cocoa, Brevard County, Florida, more particularly described herein in **Exhibit A** ("**Property**"); and

WHEREAS, the Developer intends to develop the westernmost portion of the Property, consisting of approximately 17.93 acres, as not more than thirty (30) single-family residential lots and to rezone the Property from RR-1 to Planned Unit Development (PUD), which will be referred to as Phase Two of the Adamson Creek PUD; and

WHEREAS, the City previously approved on June 14, 2005, the preliminary planned unit development plan for the adjacent property to the north 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; and

WHEREAS, in addition, on October 13, 2020, via Ordinance 15-2020, the City Council approved an amendment to Adamson Creek Phase One-C Final Development Plan and incorporated an additional 14.3 acres into the PUD; and

WHEREAS, the Developer intends to develop Adamson Creek Phase Two consistently with the existing Adamson Creek Phase One PUD; and

WHEREAS, Adamson Creek Phase Two will share the same common amenities and open space as Phase One in addition to providing further amenities that will be available to Phase One residents and will connect with the existing streets in Adamson Creek Phase One; and

WHEREAS, the Developer shall grant a Conservation Easement over approximately 50.70 acres of the Property to the City of Cocoa, which consist of high quality wetlands that shall be preserved; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to Florida Statutes Chapter 166, the Florida Municipal Home Rule Powers Act, and Section 15-21 of the City Code.

3.0 Project Description and Requirements. Developer shall, at its expense, use commercially reasonable efforts to design, permit, and construct a residential development consisting of not more than thirty (30) lots, each of which shall contain one (1) single-family home, in accordance with the Final Development Plan approved by the City Council via Ordinance 10-2023 on _____ and kept on file with the City's Planning and Zoning Department under File No. _____. The Overall Site Plan, prepared by B.S.E. Consultants, Inc., dated April 12, 2023, is attached hereto and incorporated herein for convenience as **Exhibit B.** The single-family homes, common infrastructure, and common recreation space amenities shall be constructed in a single phase. The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

4.0 Future Permitting. Upon the Effective Date of this Agreement, the Developer, at its expense, shall develop the Property in accordance with the approved Final Development Plan and the Development Schedule included therein, subject to the terms and conditions of this Agreement. Pursuant to Section 18-30 of the City Code, the Developer shall file a final plat with

the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plat is approved by the City. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement.

5.0 Development Enhancements. In accordance with Section 15-21 of the City Code, the Developer agrees to the following condition which shall serve the public health, safety, and welfare of the citizens of Cocoa and visitors of the City.

Prior to commencement of any land clearing on the Property, the Developer shall grant to the City of Cocoa, Florida, a Conservation Easement over an approximately 50.70 acre portion of the Property which is further depicted and legally described in **Exhibit "C,"** attached hereto and incorporated herein by this reference (the "**Conservation Area**"), and in the form included as **Exhibit "D"** (the "**Conservation Easement**"). The Developer shall grant to the City of Cocoa the Conservation Easement in exchange for the City providing the Developer with credits for tree preservation and lessened tree replacement mitigation requirements, which shall be sufficient to eliminate the necessity of arbor mitigation fund contribution payments by the Developer for those trees removed for the Project.

The Developer shall retain the sole responsibility for maintaining the Conservation Area in accordance with the terms of the Conservation Easement. The Developer agrees to maintain the Conservation Area in perpetuity in accordance with the provisions of the Conservation Easement. Any breach of the provisions of the Conservation Easement by the Developer shall be considered a material breach of this Development Agreement and, further, failure to timely comply with any mandatory condition of this Agreement or the Conservation Easement shall constitute a violation of the Zoning Ordinances of the City of Cocoa and is subject to code enforcement action before the City's Code Enforcement Board. Notwithstanding anything contained herein to the contrary, (a) the City acknowledges that the Developer intends to dedicate and convey the Conservation Area to the homeowners association for the Project (the "**HOA**"), and (b) upon such dedication and conveyance to the HOA, (i) the HOA shall thereafter be responsible for the maintenance of the Conservation Area in accordance with the terms of the Conservation Easement and this Agreement, and (ii) the Developer shall have no further duty or obligation hereunder whatsoever with respect to the Conservation Easement or the Conservation Area.

6.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 5.0, the City Council hereby approves the following variance and waiver from the City Code:

(a) Appendix A Zoning, Article XIII, Section 22 Landscape Requirements. Tree removal, land clearing, and replacement shall be in accordance with the Final Development Plan. Developer and the City agree that the Developer's arbor mitigation contribution for the remainder

of the trees on the Property that are proposed for removal and will not be replaced, as would ordinarily be required by Appendix A, Zoning, Article XIII, Section 22 of the City Code, (the "**Arbor Mitigation Contribution**") shall be waived by the City provided that the Developer timely conveys the Conservation Easement as described in Section 5.0 above. Further, the City shall allow the Developer to pay $10,075.00 as an Arbor Mitigation Fund Contribution to allow for the planting of certain replacement trees at a minimum of three (3) caliper inches rather than four (4) or six (6) caliper inches as required by Appendix A, Zoning, Article XIII, Section 22(E)(5)(e), Size and Number of Replacement Trees, which shall be due prior to the issuance of the certificate of occupancy for the 15th single-family home.

7.0 Land Clearing Performance. The Parties agree that if Developer clears the Property of trees, and later fails to substantially commence the vertical construction and development of the Project within a period of two (2) years of the Effective Date of this Agreement, Developer shall comply with the seeding and/or mulching requirements set forth in Appendix A Zoning, Article XIII, Sec. 22(E)(5) of the City Code to prevent erosion and sedimentation on the Property.

8.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

9.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

10.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

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

12.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire

agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

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

14.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

15.0 Recordation. Upon full execution by the Parties this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

16.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

17.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

18.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

19.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

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

21.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by

this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

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

24.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

25.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction and development of the Project, which shall at minimum include building foundations for the Project in accordance with the Final Development Plan, within two (2) years of the Effective Date. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 24.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

26.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in

furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. The terms of this Section shall survive the termination of this Agreement.

27.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 27.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26.0 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:
Attn: City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
D.R. Horton, Inc.
Attn: Division President
1430 Culver Drive
Palm Bay, Florida 32907

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.

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27.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor

ATTEST:

Date: _____

By: _____
Carie Shealy, City Clerk, MMC

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

D.R. HORTON, INC.

_____

Printed Name/Title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) online notarization or (___) personal presence, this _____ day of _____, 2023, by _____, the _____of D.R. Horton, Inc.**,** a Florida corporation. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD. TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

DRAFT

EXHIBIT B
OVERALL SITE PLAN

DRAFT

EXHIBIT C
CONSERVATION EASEMENT PROPERTY

DRAFT

EXHIBIT D
FORM OF CONSERVATION EASEMENT TO CITY OF COCOA

CONSERVATION EASEMENT (FORM)

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2023, by **D.R. Horton, Inc.** ("**Grantor**") whose mailing address is 1430 Culver Drive, Palm Bay, Florida 32907, to **the City of Cocoa** ("**Grantee**"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in the City of Cocoa, Brevard County, Florida, (the "City") and more specifically depicted and legally described on the location map in **Exhibit "A"** attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantor has applied for and received approval for a Final Development Plan and Planned Unit Development rezoning and preliminary plat, entitled Adamson Creek Phase Two, from the City, and the Property constitutes a portion of the lands to be subdivided; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over a portion of the Property (the "Conservation Easement Area" or "Arbor Mitigation Area"), as described on **"Exhibit B."** This grant of Conservation Easement has been mutually negotiated and agreed upon by Grantor and Grantee as a condition of the Development Agreement recorded for the Adamson Creek Phase Two development. The Conservation Easement shall inure for the benefit and in favor of the Grantee, and Grantor shall be responsible for preserving and maintaining the Conservation Easement Area; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Development Agreement, in an enhanced, restored, or created condition; and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Development Agreement to off-set or prevent adverse impacts to natural resources, fish, and wildlife; and

NOW, THEREFORE, in consideration of the good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, Florida Statutes. The Property included in this Conservation Easement shall be retained and maintained in its preserved or restored condition as provided herein.

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the City (which may include restoration, enhancement, maintenance, monitoring activities, or surface water management improvements), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities approved in writing by the Grantee;

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The parties agree that, in the event a violation of the terms, provisions, or restrictions of this Conservation Easement occurs, there may not be an adequate remedy at law. Therefore, in addition to any other legal remedies that may be available, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction. This Conservation Easement shall in no way be considered to limit any other remedy available by law to the Grantee, which shall include nuisance and code enforcement actions to the extent applicable. The Parties agree the failure to timely comply with any mandatory condition of this Conservation Easement shall constitute a violation of the Zoning Ordinances of the City of Cocoa and is subject to code enforcement action before the City's Code Enforcement Board.

8. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Brevard County, Florida.

12. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Conservation 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 follows:

TO GRANTEE:
Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

TO GRANTOR:
D.R. Horton, Inc.
Attn: Division President
1430 Culver Drive
Palm Bay, Florida 32907

or to such other address as such party shall have specified most recently by like Notice. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. **Governing Law and Venue.** This Conservation Easement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida, for state court actions or Orlando, Florida, for federal court actions.

In the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees and expert fees incurred in any way in connection with the matter.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

DRAFT

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

[SIGNATURES ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their respective authorized hands this _____ day of _____, 2023.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

WITNESSES:

GRANTOR:
D.R. Horton, Inc., a Delaware corporation

_____ _____
Print Name: _____ Its:_____

_____
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 2023 by _____, as _____ of D.R. Horton, Inc., a Delaware corporation, who is ___ personally known to me or ____who has produced _____ as identification.

_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

DRAFT

WITNESSES: **CITY OF COCOA, FL**

_____ _____
Print Name: _____ City Manager

_____
Print Name: _____

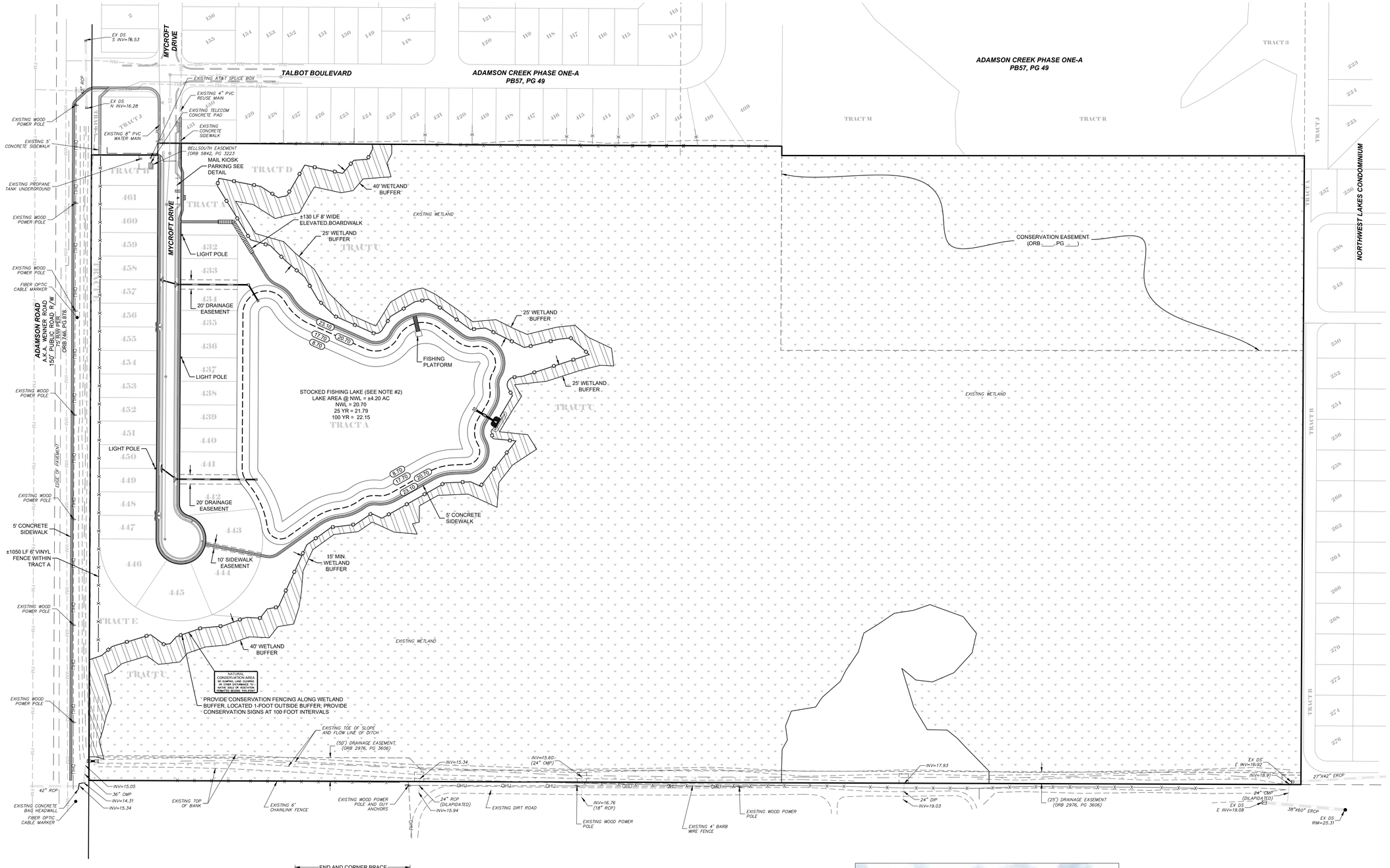
STATE OF FLORIDA

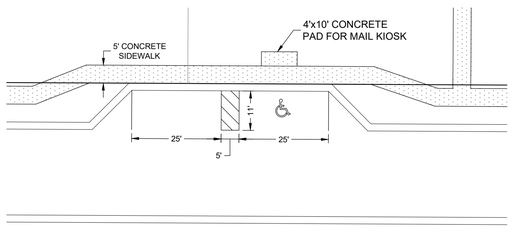
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 2023 by _____, as City Manager of Cocoa, who is ___ personally known to me or ___who has produced _____ as identification.

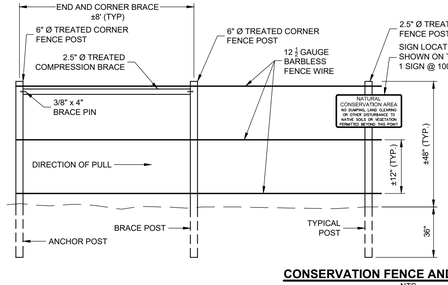
_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

DRAFT





MAIL KIOSK PARKING DETAIL
NTS



CONSERVATION FENCE AND SIGN DETAIL
NTS

NATURAL
CONSERVATION AREA
NO DUMPING, LAND CLEARING
OR OTHER DISTURBANCE TO
NATIVE SOILS OR VEGETATION
PERMITTED BEYOND THIS POINT

1'-0"
2'-0"

NOTES:
1. SIGN COLORS ARE BLACK LETTERS ON WHITE SIGN.
2. SPLIT RAIL WOOD FENCE MAY BE USED AS ALTERNATE.
3. BRACING SHALL BE INSTALLED AT ANY CHANGE OF DIRECTION AND AT THE END OF THE FENCE.



TYPICAL 6' VINYL FENCE - TRACT A

NOTES:
1. STREET LIGHTING SHALL BE STANDARD FP&L LIGHT POLES AND FIXTURES (3000K LED).
2. POND SHALL BE STOCKED WITH NATIVE FISH SPECIES IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S GUIDELINES FOR DESIGNING AND MANAGING FLORIDA PONDS FOR RECREATION PER SECTION 17(G)(2).

AMENITIES
- TRACT A
- 5' SIDEWALK
- ELEVATED BOARDWALK
- FISHING PLATFORM
- STOCKED FISHING LAKE

TRACT Z
- 5' SIDEWALK

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

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

100 0 50 100
(IN FEET)

1	
2	
3	
4 CITY COMMENTS	02/23/23
3 CITY COMMENTS	08/03/22
2 CITY COMMENTS	01/20/21
1 COUNTY/SJRWMD COMMENTS	01/14/21
SJRWMD COMMENTS	11/04/20
CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
SITE PLAN (OVERALL)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_008

SHEET
8 of 20

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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.

DESCRIPTION

A PARCEL OF LAND IN THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

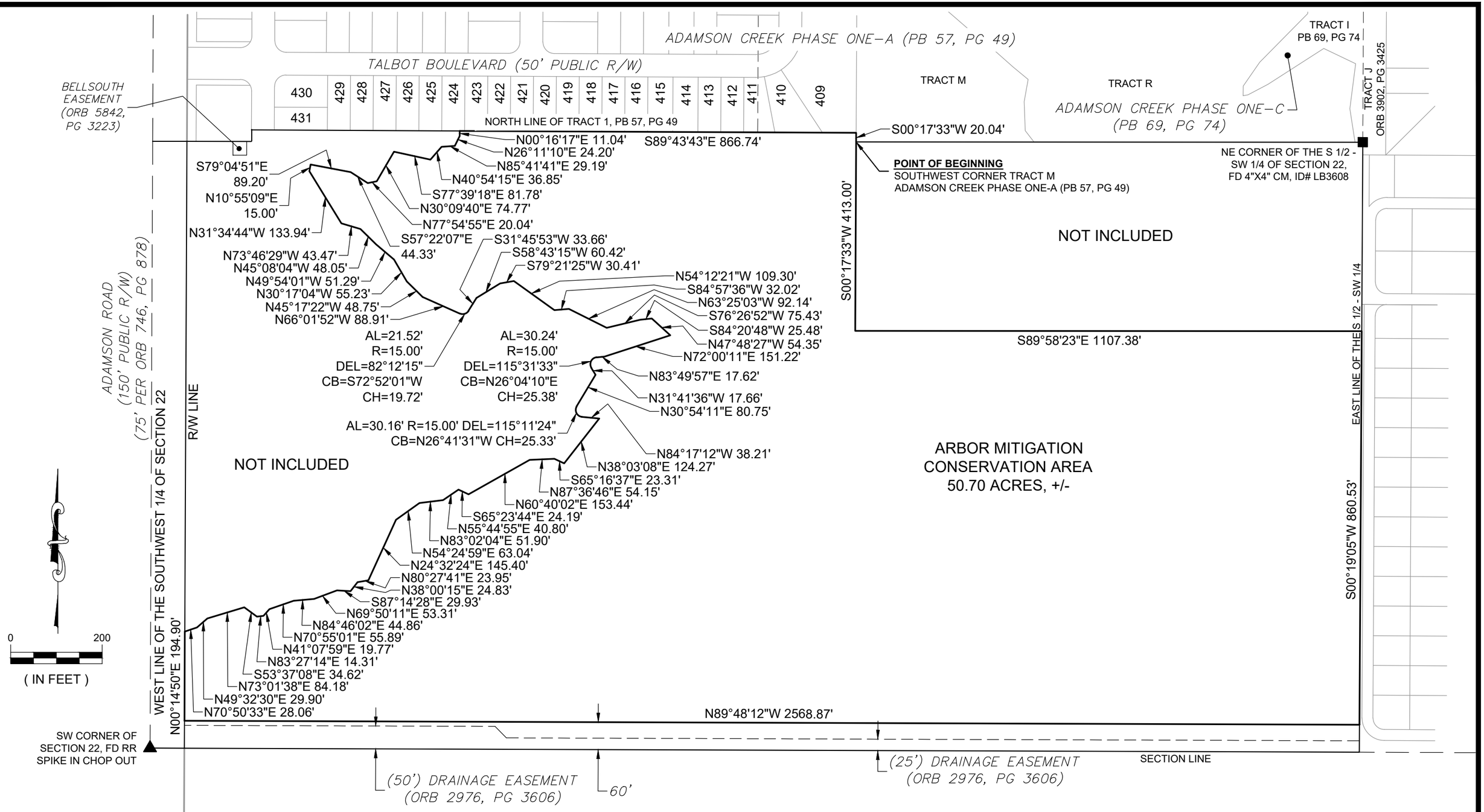
BEGIN AT THE SOUTHWEST CORNER OF TRACT M, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°17'33"W, A DISTANCE OF 413.00 FEET; THENCE S89°58'23"E, A DISTANCE OF 1107.38 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°19'05"W ALONG SAID EAST LINE, A DISTANCE OF 860.53 FEET; THENCE N89°48'12"W, PARALLEL TO AND 60.00 FEET NORTH OF, (AS MEASURED PERPENDICULARLY), THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 2568.87 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMSON ROAD; THENCE N00°14'50"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 194.90 FEET; THENCE N70°50'33"E, A DISTANCE OF 28.06 FEET; THENCE N49°32'30"E, A DISTANCE OF 29.90 FEET; THENCE N73°01'38"E, A DISTANCE OF 84.18 FEET; THENCE S53°37'08"E, A DISTANCE OF 34.62 FEET; THENCE N83°27'14"E, A DISTANCE OF 14.31 FEET; THENCE N41°07'59"E, A DISTANCE OF 19.77 FEET; THENCE N70°55'01"E, A DISTANCE OF 55.89 FEET; THENCE N84°46'02"E, A DISTANCE OF 44.86 FEET; THENCE N69°50'11"E, A DISTANCE OF 53.31 FEET; THENCE S87°14'28"E, A DISTANCE OF 29.93 FEET; THENCE N38°00'15"E, A DISTANCE OF 24.83 FEET; THENCE N80°27'41"E, A DISTANCE OF 23.95 FEET; THENCE N24°32'24"E, A DISTANCE OF 145.40 FEET; THENCE N54°24'59"E, A DISTANCE OF 63.04 FEET; THENCE N83°02'04"E, A DISTANCE OF 51.90 FEET; THENCE N55°44'55"E, A DISTANCE OF 40.80 FEET; THENCE S65°23'44"E, A DISTANCE OF 24.19 FEET; THENCE N60°40'02"E, A DISTANCE OF 153.44 FEET; THENCE N87°36'46"E, A DISTANCE OF 54.15 FEET; THENCE S65°16'37"E, A DISTANCE OF 23.31 FEET; THENCE N38°03'08"E, A DISTANCE OF 124.27 FEET; THENCE N84°17'12"W, A DISTANCE OF 38.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 115°11'24", A CHORD LENGTH OF 25.33 FEET AND A CHORD BEARING OF N26°41'31"W), A DISTANCE OF 30.16 FEET TO THE END OF SAID CURVE; THENCE N30°54'11"E, A DISTANCE OF 80.75 FEET; THENCE N31°41'36"W, A DISTANCE OF 17.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 115°31'33", A CHORD LENGTH OF 25.38 FEET AND A CHORD BEARING OF N26°04'10"E), A DISTANCE OF 30.24 FEET TO THE END OF SAID CURVE; THENCE N83°49'57"E, A DISTANCE OF 17.62 FEET; THENCE N72°00'11"E, A DISTANCE OF 151.22 FEET; THENCE N47°48'27"W, A DISTANCE OF 54.35 FEET; THENCE S84°20'48"W, A DISTANCE OF 25.48 FEET; THENCE S76°26'52"W, A DISTANCE OF 75.43 FEET; THENCE N63°25'03"W, A DISTANCE OF 92.14 FEET; THENCE S84°57'36"E, A DISTANCE OF 32.02 FEET; THENCE N54°12'21"W, A DISTANCE OF 109.30 FEET; THENCE S79°21'25"W, A DISTANCE OF 30.41 FEET; THENCE S58°43'15"W, A DISTANCE OF 60.42 FEET; THENCE S31°45'53"W, A DISTANCE OF 33.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 82°12'15", A CHORD LENGTH OF 19.72 FEET AND A CHORD BEARING OF S72°52'01"W), A DISTANCE OF 21.52 FEET TO THE END OF SAID CURVE; THENCE N66°01'52"W, A DISTANCE OF 88.91 FEET; THENCE N45°17'22"W, A DISTANCE OF 48.75 FEET; THENCE N30°17'04"W, A DISTANCE OF 55.23 FEET; THENCE N49°54'01"W, A DISTANCE OF 51.29 FEET; THENCE N45°08'04"W, A DISTANCE OF 48.05 FEET; THENCE N73°46'29"W, A DISTANCE OF 43.47 FEET; THENCE N31°34'44"W, A DISTANCE OF 133.94 FEET; THENCE N10°55'09"E, A DISTANCE OF 15.00 FEET; THENCE S79°04'51"E, A DISTANCE OF 89.20 FEET; THENCE S57°22'07"E, A DISTANCE OF 44.33 FEET; THENCE N77°54'55"E, A DISTANCE OF 20.04 FEET; THENCE N30°09'40"E, A DISTANCE OF 74.77 FEET; THENCE S77°39'18"E, A DISTANCE OF 81.78 FEET; THENCE N40°54'15"E, A DISTANCE OF 36.85 FEET; THENCE N85°41'41"E, A DISTANCE OF 29.19 FEET; THENCE N26°11'10"E, A DISTANCE OF 24.20 FEET; THENCE N00°16'17"E, A DISTANCE OF 11.04 FEET TO THE NORTH LINE OF TRACT 1 OF SAID ADAMSON CREEK PHASE ONE-A; THENCE S89°43'43"E, ALONG SAID NORTH LINE, A DISTANCE OF 866.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AND A POINT ON THE WEST LINE OF SAID TRACT M; THENCE S00°17'33"W, ALONG SAID WEST LINE, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING. CONTAINING 50.70 ACRES, MORE OR LESS.

ARBOR MITIGATION
CONSERVATION AREA

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: 12/23/2022
DESIGN/DRAWN: LEH/IT
DRAWING# 114530101_100_003
PROJECT# 11453.01.01
SHEET 2 OF 2

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ABBREVIATIONS

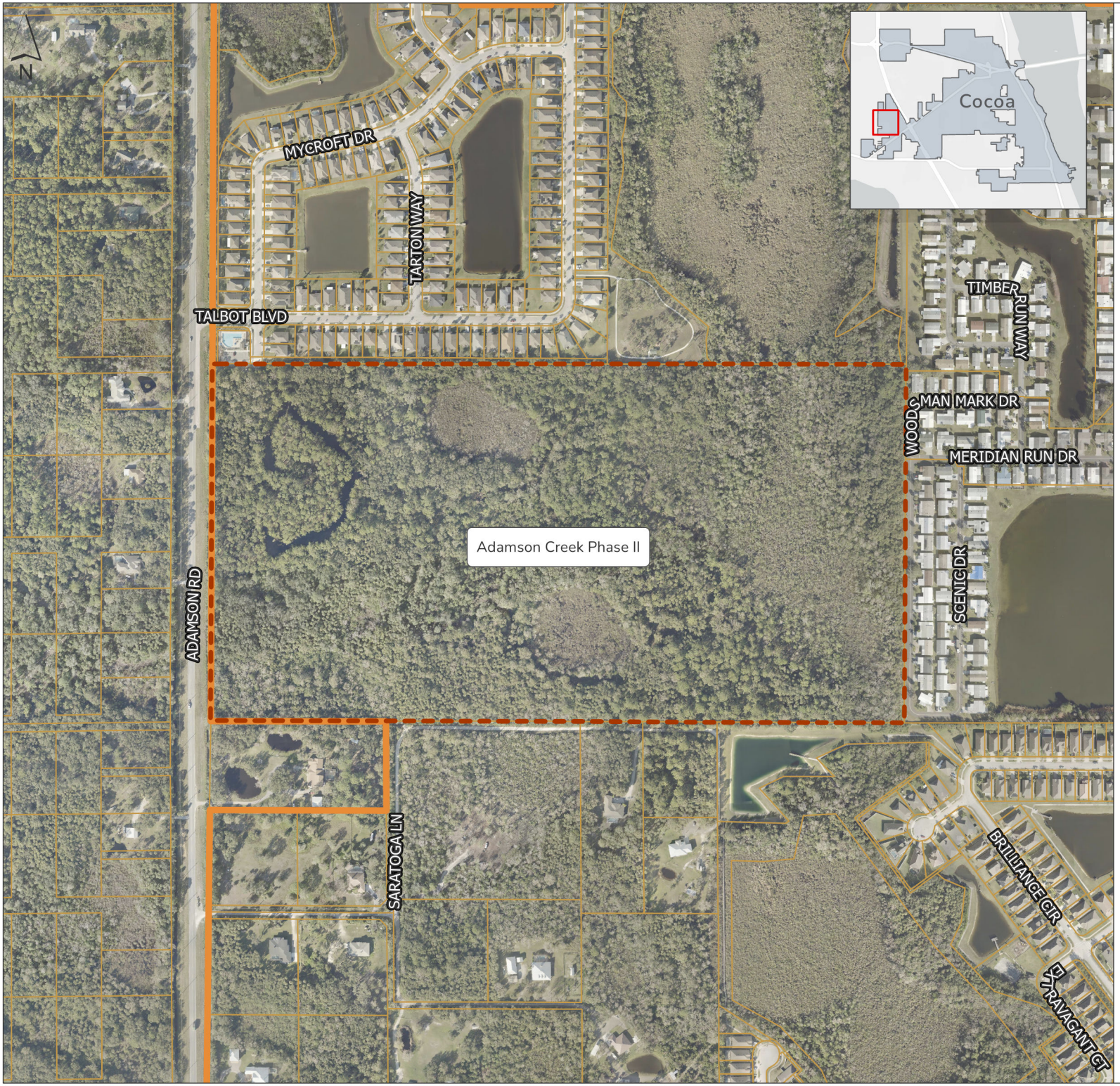
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE(S)
R/W = RIGHT-OF-WAY

ARBOR MITIGATION CONSERVATION AREA

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: 12/23/2022
DESIGN/DRAWN: LEH/IT
DRAWING# 114530101_100_003
PROJECT# 11453.01.01
SHEET 2 OF 2

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COCOA
FLORIDA

ADAMSON CREEK PHASE II LOCATION

June 28, 2023

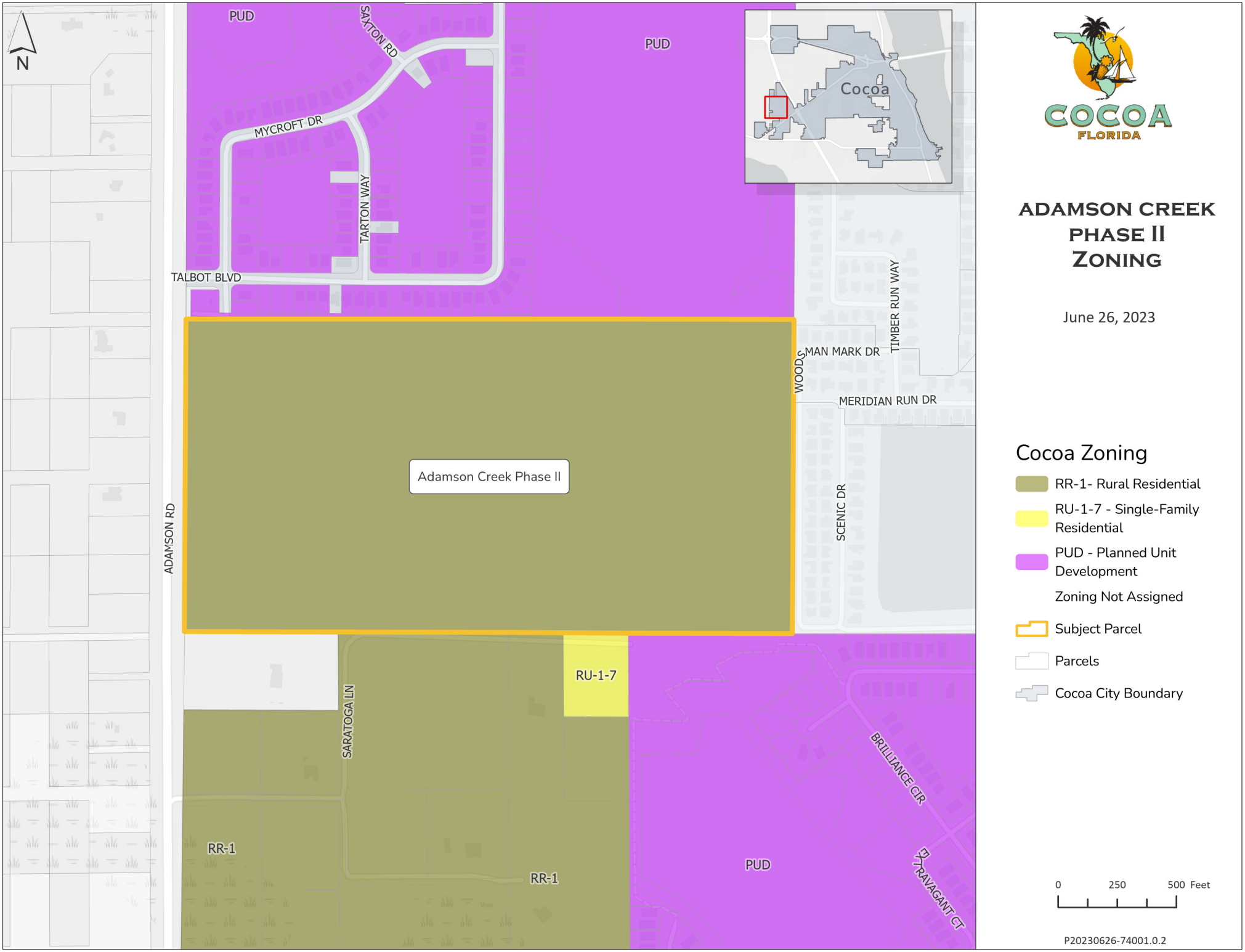
Subject Parcel

Parcels

Cocoa City Boundary

0 250 500 Feet

P20230626-74001.0.1



COCOA
FLORIDA

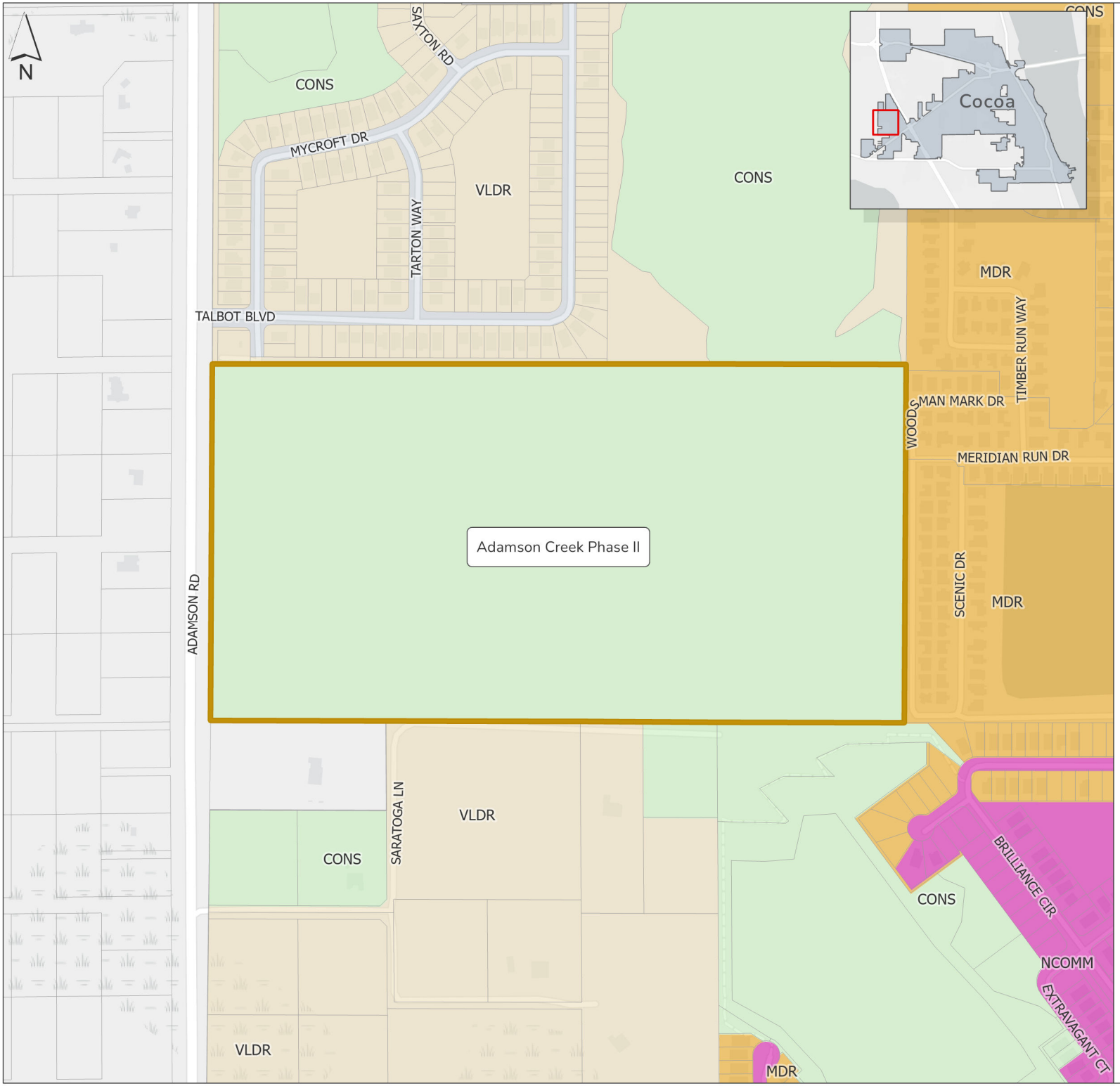
ADAMSON CREEK PHASE II ZONING

June 26, 2023

Cocoa Zoning

- RR-1- Rural Residential
- RU-1-7 - Single-Family Residential
- PUD - Planned Unit Development
- Zoning Not Assigned
- Subject Parcel
- Parcels
- Cocoa City Boundary

P20230626-74001.0.2



COCOA
FLORIDA

ADAMSON CREEK PHASE II FUTURE LAND USE

June 26, 2023

Future Land Use

- Very Low Density Residential
- Medium Density Residential
- Neighborhood Commercial
- Conservation
- Subject Parcel
- Parcels
- Cocoa City Boundary

0 250 500 Feet

P20230626-74001.0.3

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

06/27/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of July 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: $512.23
Ad No: 0005749313
Customer No: BRE-6CI200
This is not an invoice

# of Affidavits: 1

SHELLY HORA
Notary Public
State of Wisconsin

Ad#5749313 06/27/2023

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:
ZONING MAP AMENDMENTS

PZ 20-00100002 Adamson Creek Phase Two Zoning Map Amendment to PUD/Preliminary Subdivision/Large Scale Site Plan/Development Agreement| Ordinance 10-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Adamson Creek Phase Two, Tax Parcel ID 24-35-22-00-502).

B. Consideration of the ADAMSON CREEK PHASE TWO PRELIMINARY SUBDIVISION/LARGE SCALE SITE PLAN/DEVELOPMENT AGREEMENT consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner intends to develop a Planned Unit Development project, which shall be Phase Two of the Adamson Creek PUD and subdivision containing 30 single-family home lots and common space tracts. Tax Parcel ID 24-35-22-00-502.

PZ 23-02100005 Central Brevard Sharing Zoning Map Amendment | Ordinance No. 11-2023

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID: 24-36-32-29-4-22.

PZ 23-02100004 N Range Rd (Cocoa Woods) Zoning Map Amendment | Ordinance No. 12-2023

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 19.28 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON NORTH RANGE ROAD, SOUTHWEST OF THE INTERSECTION OF NORTH RANGE ROAD AND TIGER TRAIL IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM SINGLE-FAMILY RESIDENTIAL (RU-1-7) TO MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID numbers: 24-35-24-00-759 and 24-35-24-00-758.

PZ 23-021000056 Mike Erdman Zoning Map Amendment | Ordinance No. 13-2023

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OF LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. A portion of Tax Parcel ID: 24-35-26-00-545.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 12, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE

COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

ADAMSON CREEK PH 2

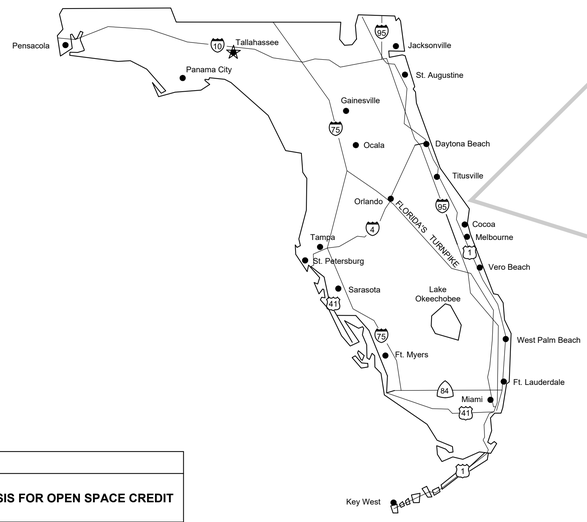
FINAL PLANNED UNIT DEVELOPMENT, PRELIMINARY SUBDIVISION, AND LARGE SCALE SITE PLAN

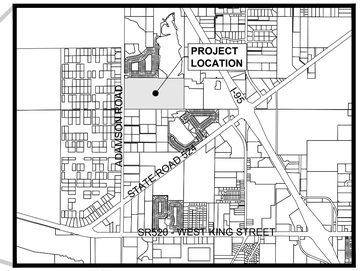
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

NOTES:
1. LIGHTING SHALL BE DESIGNED, INSTALLED, AND MAINTAINED AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHT-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE GEOTECHNICAL ENGINEER'S REPORT FOR THIS PROJECT FROM UNIVERSAL ENGINEERING SCIENCES, INC. AND MEET THE GEOTECHNICAL ENGINEER'S REQUIREMENTS FOR SOIL PREPARATION ON THE SITE.

SHEET INDEX		
SHEET #	**DRAWING #**	**SHEET TITLE**
1	114530101_402_001	COVER SHEET
2	114530101_402_002	SYMBOLS AND ABBREVIATIONS
3	114530101_402_003	EXISTING CONDITIONS PLAN (OVERALL)
4	114530101_402_004	EXISTING CONDITIONS PLAN
5	114530101_402_005	EXISTING CONDITIONS PLAN
6	114530101_402_006	EXISTING CONDITIONS PLAN
7	114530101_402_007	EXISTING CONDITIONS PLAN
8	114530101_402_008	SITE PLAN (OVERALL)
9	114530101_402_009	PAVING, GRADING, AND DRAINAGE PLAN
10	114530101_402_010	UTILITY PLAN
11	114530101_402_011	DETAILS
12	114530101_402_012	DETAILS
13	114530101_402_013	DETAILS
14	114530101_402_014	BREVARD COUNTY SEWER DETAILS
15	114530101_402_015	CITY OF COCOA DETAILS
16	114530101_402_016	CITY OF COCOA DETAILS
17	114530101_402_017	CITY OF COCOA TECHNICAL PROVISIONS
18	114530101_402_018	CITY OF COCOA TECHNICAL PROVISIONS
19	114530101_402_019	CITY OF COCOA TECHNICAL PROVISIONS
20	114530101_402_020	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
PLAT		
(3 pages)	114530101_402_001-003	PLAT
SURVEY		
(5 pages)	1145301_100_001	BOUNDARY AND TOPOGRAPHIC SURVEY





LOCATION MAP
NTS

TRACT DATA TABLE / OPEN SPACE CALCULATION					
TRACT ID	**AREA (±ACRES)**	**AREA (±PERCENT)**	**TRACT USE**	**USEABLE COMMON OPEN SPACE CREDIT (±ACRES)**	**BASIS FOR OPEN SPACE CREDIT**
A	6.63	46.07%	STORMWATER MANAGEMENT, LANDSCAPE, OPEN SPACE, AND RECREATIONAL AMENITIES	1.44	LAKE = 50% OF 2.88 AC TOTAL REQUIRED OPEN SPACE
				2.43	TRACT A ACCESSIBLE UPLAND AREA
B	0.18	1.25%	LANDSCAPE, OPEN SPACE, UTILITIES		
C	64.74		UPLAND BUFFER, WETLAND PRESERVATION, AND OPEN SPACE	1.73	50' VIEW CORRIDOR FROM SEGMENT OF TRACT A TRAIL ADJACENT TO TRACT C
D	0.69	4.79%	LANDSCAPE, OPEN SPACE		
E	0.89	6.18%	LANDSCAPE, OPEN SPACE		
Z	1.12	7.78%	PRIVATE RIGHT-OF-WAY		
N/A	4.88	33.91%	RESIDENTIAL DEVELOPMENT (30 LOTS)		
	79.13		TOTAL SITE AREA		
	14.39	**100.00%**	**TOTAL PUD BOUNDARY**		
	5.60	38.92%	TOTAL PROVIDED OPEN SPACE	5.60	
	2.88	20.00%	TOTAL REQUIRED OPEN SPACE (20% OF 14.39 ACRES)	2.88	
NOTE: PUD BOUNDARY INCLUDES 64.74 ACRES OF PRESERVED WETLANDS AND UPLANDS, NOT INCLUDED IN REQUIRED OPEN SPACE OR OPEN SPACE CALCULATIONS					

ZONING
EXISTING ZONING = RR-1 (RURAL RESIDENTIAL)
FUTURE LAND USE = CONS (CONSERVATION)

PROJECT SITE = ±79.13 ACRES

NUMBER OF UNITS = 30 SINGLE-FAMILY LOTS PROPOSED

DENSITY = 1 DU / 2.6 ACRES

SINGLE-FAMILY LOT DIMENSIONS
(REFER TO PLAT FOR ADDITIONAL INFORMATION)

TYPICAL LOT = 50' x120' = 6,000 SQ FT = 0.13 ACRES

SETBACKS:
FRONT = 25'
REAR = 25'
SIDE = 5'

BUILDING PAD ENVELOPE = 40' x70' = 2,800 SQ FT = 0.06 ACRES

HOME BUILDINGS SHALL CONSIST OF SINGLE-STORY AND TWO-STORY CONSTRUCTION

IMPERVIOUS AREA

PAVEMENT AND CURB	= 27,400 SQ FT	0.62 ACRES	0.78%
SIDEWALK	= 17,330 SQ FT	0.39 ACRES	0.49%
BOARDWALK	= 1,330 SQ FT	0.03 ACRES	0.03%
TOTAL	= 46,060 SQ FT	1.04 ACRES	1.30%

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

OWNER
D.R. HORTON
1430 CULVER DRIVE NE
PALM BAY, FL 32907
(321) 953-3135

ENGINEER
B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BOULEVARD
SUITE 4
MELBOURNE, FLORIDA 32901
(321) 725-3674

D.R. HORTON
1430 CULVER DRIVE NE
PALM BAY, FL 32907
(321) 953-3135

- PREPARED BY -

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

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

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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	
1	
1	
1 CITY COMMENTS	02/23/23
1 CITY COMMENTS	08/03/22
1 CITY COMMENTS	01/20/21
1 COUNTY/SJRWMD COMMENTS	01/14/21
1 SJRWMD COMMENTS	11/04/20
1 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_001

SHEET
1 of 20

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
- 10 — 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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HASSAN A. KAMAL, P.E.
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6	
5	
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1 CITY COMMENTS	01/20/21
0 COUNTY/SJRWMD COMMENTS	01/14/21
SJRWMD COMMENTS	11/04/20
CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

SYMBOLS AND ABBREVIATIONS

PROJECT NO.

11453.01.01

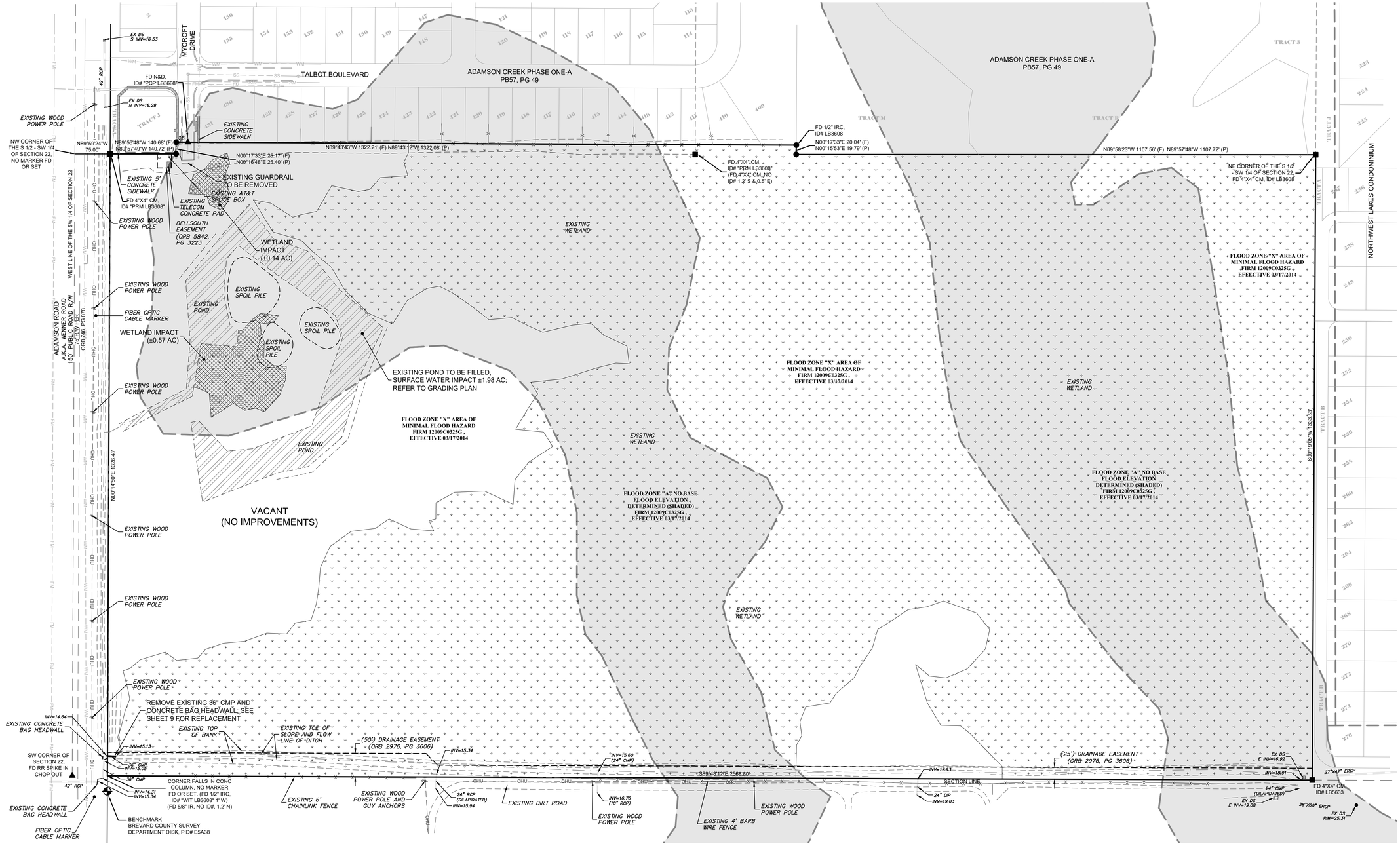
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SHEET

2 of 20

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TOTAL SURFACE WATERS ON-SITE	**2.26 ACRES**
SURFACE WATER IMPACTS THAT REQUIRE NO MITIGATION	1.98 ACRES
TOTAL WETLANDS ON-SITE	**61.08 ACRES**
ADDITIONAL WETLANDS WITHIN DRAINAGE EASEMENT (NO IMPACTS) (INCLUDED IN ON-SITE TOTAL)	2.94 ACRES
WETLAND IMPACTS THAT REQUIRE MITIGATION	0.57 ACRES
WETLAND IMPACTS THAT REQUIRE NO MITIGATION	0.14 ACRES
MITIGATION	10.50 ACRES
WETLAND PRESERVATION	57.43 ACRES
UPLAND PRESERVATION	
PROPOSED CREDITS	
MITIGATION BANK CREDITS (COLBERT CAMERON, 18, GENERAL WETLANDS)	N/A
RECOMMENDATION: APPROVAL	
CONDITIONS FOR APPLICATION NUMBER 4-009-100215-2:	
ERP GENERAL CONDITIONS BY RULE (OCTOBER 03, 1995): 1 THRU 19	
ERP/MSSW/STORMWATER SPECIAL CONDITIONS (NOVEMBER 09, 1995): 2, 3	

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EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

100 0 50 100
(IN FEET)

VERTICAL DATUM: NAVD88

1	
2	
3	
4	
5 CITY COMMENTS	02/23/23
6 CITY COMMENTS	08/03/22
7 CITY COMMENTS	01/20/21
8 COUNTY/SJRWMD COMMENTS	01/14/21
9 SJRWMD COMMENTS	11/04/20
10 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN (OVERALL)

PROJECT NO.

11453.01.01

DRAWING NO.

SHEET

3 of 20

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TALBOT BOULEVARD

ADAMSON CREEK PHASE ONE-A
PB57, PG 49

EX DS
N INV=16.28

EXISTING WOOD POWER POLE

EXISTING 5' CONCRETE SIDEWALK

EXISTING AT&T SPLICE BOX

N89°56'48"W 140.68' (F)
N89°57'49"W 140.72' (P)

N89°59'24"W
75.00'

EXISTING CONCRETE SIDEWALK

N89°43'43"W 1322.21' (F) N89°43'12"W 1322.08' (P)

N00°17'33"E 25.17' (F)
N00°16'48"E 25.40' (P)

WETLAND IMPACT
(±0.14 AC)

EXISTING PROPANE TANK UNDERGROUND

EXISTING GUARDRAIL TO BE REMOVED

EXISTING WOOD POWER POLE

BELLSOUTH EASEMENT
(ORB 5842, PG 3223

EXISTING TELECOM CONCRETE PAD

EXISTING WOOD POWER POLE

FIBER OPTIC CABLE MARKER

EXISTING SPOIL PILE

EXISTING POND

EXISTING SPOIL PILE

EXISTING SPOIL PILE

WETLAND IMPACT
(±0.57 AC)

EXISTING POND TO BE FILLED,
SURFACE WATER IMPACT ±1.98 AC;
REFER TO GRADING PLAN

EXISTING WOOD POWER POLE

EXISTING WOOD POWER POLE

EDGE OF PAVEMENT

N00°14'50"E 1328.46'

EXISTING POND

EXISTING WETLAND

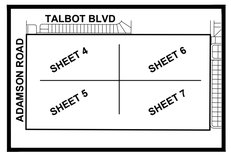
EXISTING WETLAND

FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD FIRM 12009C0325G , EFFECTIVE 03/17/2014

FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G , EFFECTIVE 03/17/2014

SEE SHEET 6 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION



KEY MAP
N.T.S.

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LAND SURVEYING

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EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

7	
6	
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4	CITY COMMENTS 02/23/23
3	CITY COMMENTS 08/03/22
2	CITY COMMENTS 01/20/21
1	COUNTY/SJRWMD COMMENTS 01/14/21
	SJRWMD COMMENTS 11/04/20
	CITY COMMENTS 10/16/20
	DATE: 05/19/20
	DESIGN/DRAWN: SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN

PROJECT NO.
11453.01.01

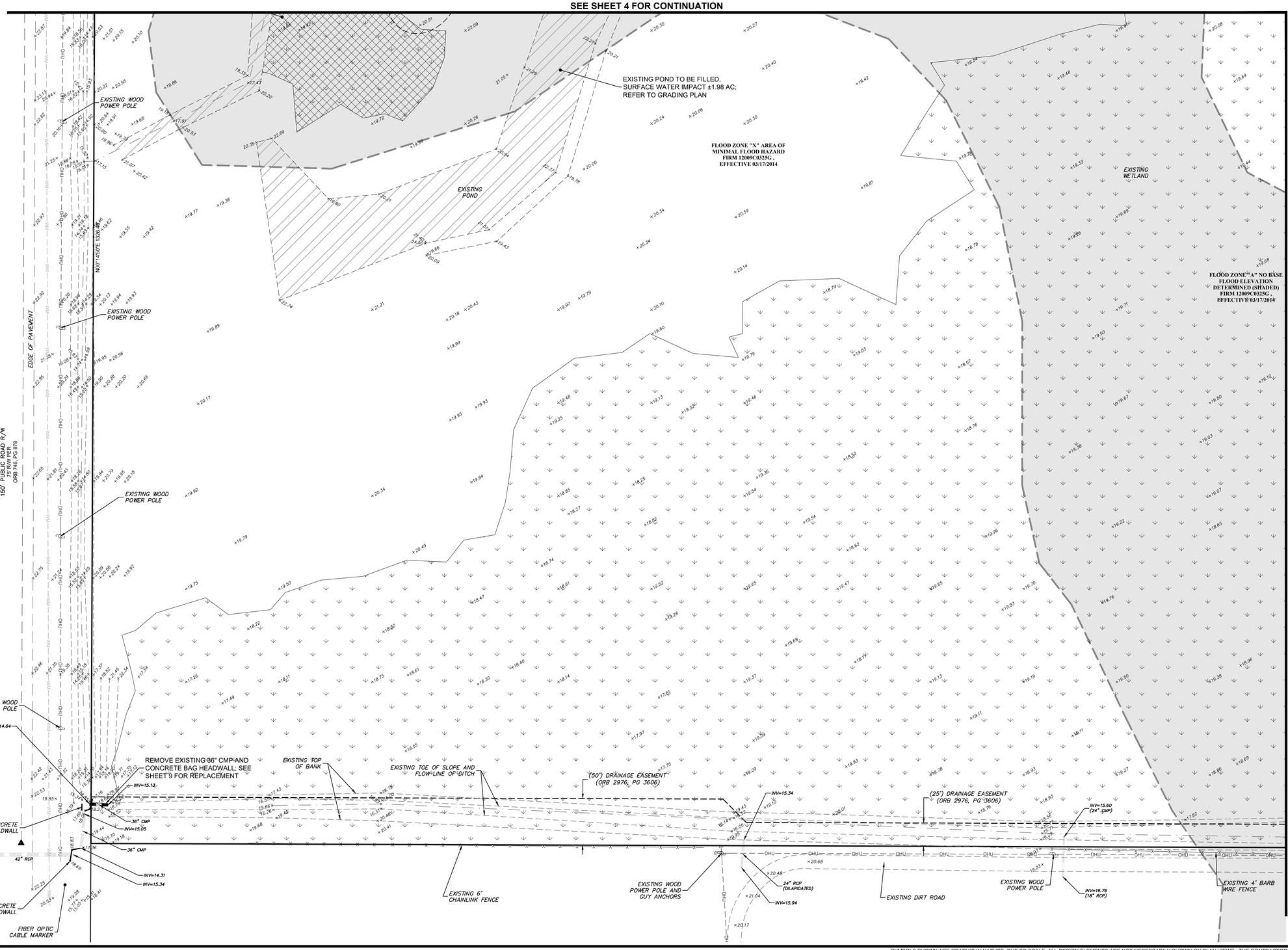
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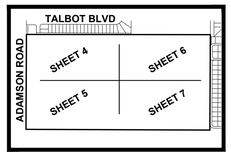
SHEET
4 of 20

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SEE SHEET 4 FOR CONTINUATION





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EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

7	
6	
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4	CITY COMMENTS 02/23/23
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	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
EXISTING CONDITIONS PLAN

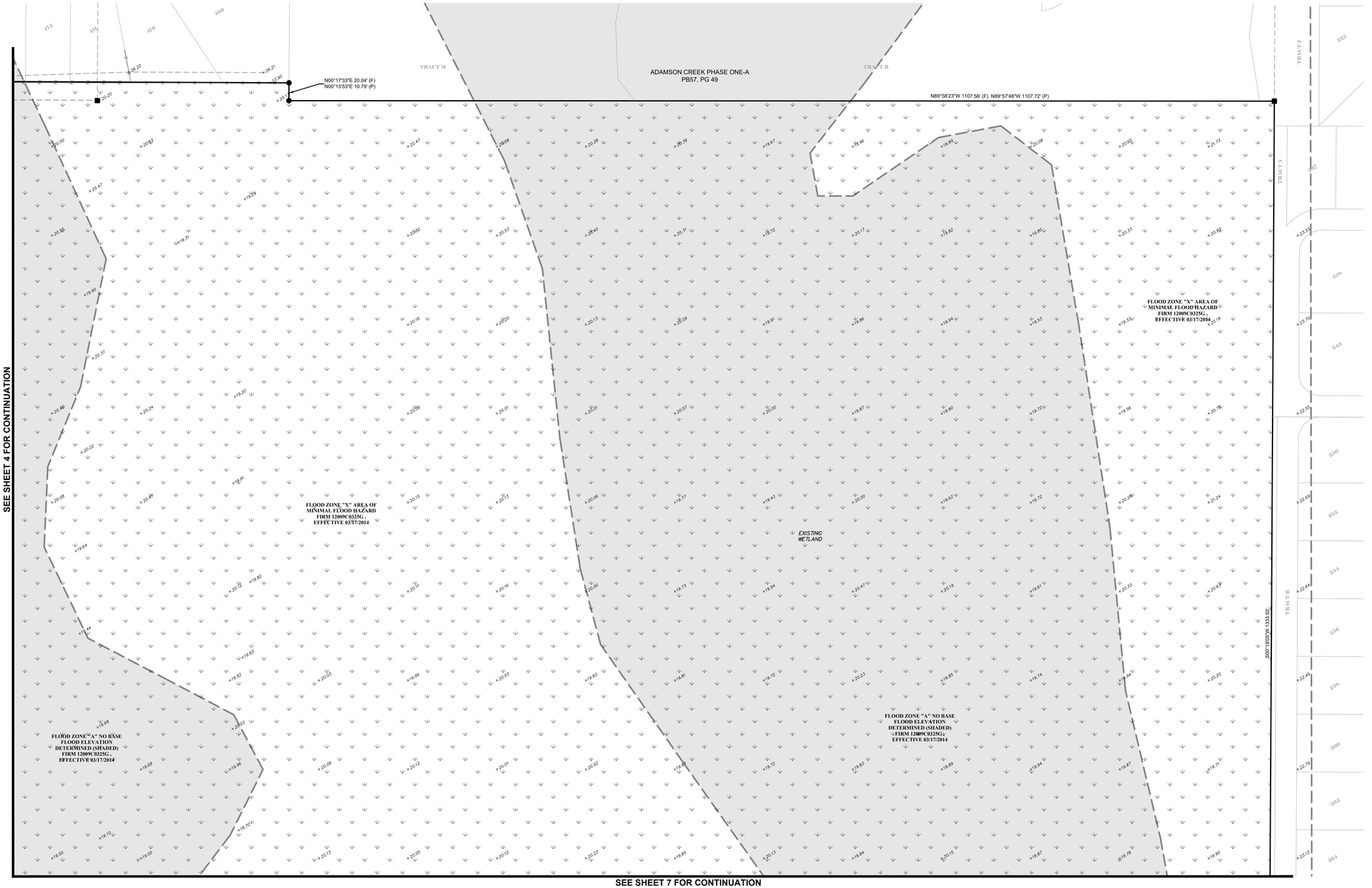
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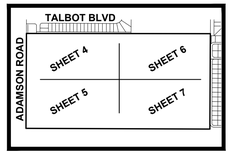
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SHEET
5 of 20

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STATE OF FLORIDA, No. 41951

- EXISTING WETLAND
- WETLAND IMPACT
- FLOOD ZONE "A"
- FLOOD ZONE "X"
- SURFACE WATER IMPACT

50 0 25 50
(IN FEET)

VERTICAL DATUM: NAVD88

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5	
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SJRWMD COMMENTS	11/04/20
CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_006

SHEET
6 of 20

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SEE SHEET 6 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD FIRM 12009C0325G , EFFECTIVE 03/17/2014

FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G , EFFECTIVE 03/17/2014

FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G , EFFECTIVE 03/17/2014

EXISTING WETLAND

EXISTING WETLAND

S00°19'05"W 1333.53'

TRACT B

(25') DRAINAGE EASEMENT (ORB 2976, PG 3606)

INV=17.93

24" DIP

INV=19.03

EX DS E INV=16.92

INV=18.91

27"X42" ERCP

24" CMP (DILAPIDATED)

EX DS E INV=19.08

38"X60" ERCP

EX DS RIM=25.31

S89°46'12"E 2568.80'

EXISTING 4' BARB WIRE FENCE

EXISTING WOOD POWER PLOT

TALBOT BLVD

ADAMSON ROAD

SHEET 4 | SHEET 6 | SHEET 5 | SHEET 7

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EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)

VERTICAL DATUM: NAVD88

1	
2	
3	
4 CITY COMMENTS	02/23/23
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6 CITY COMMENTS	01/20/21
7 COUNTY/SJRWMD COMMENTS	01/14/21
8 SJRWMD COMMENTS	11/04/20
9 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN

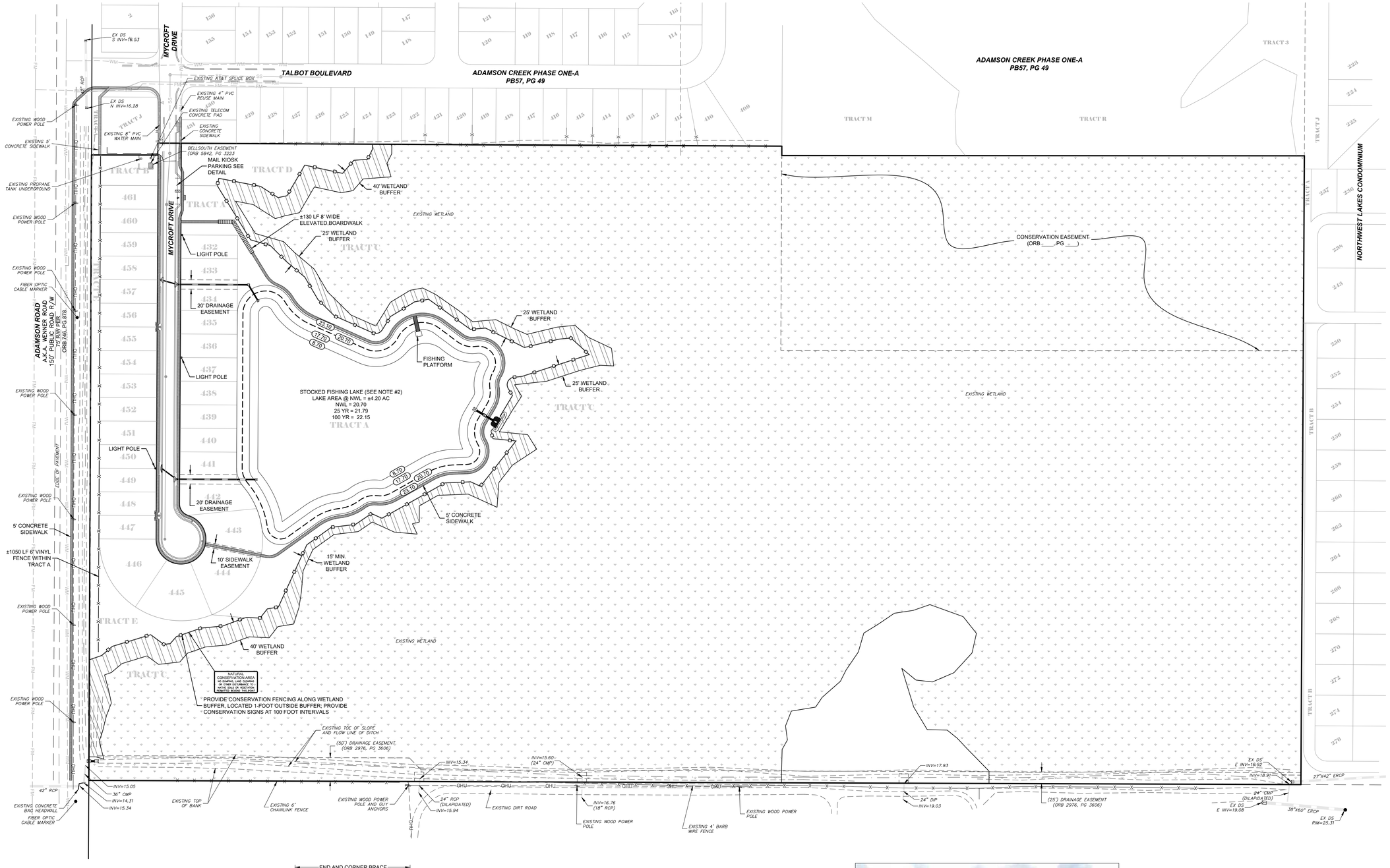
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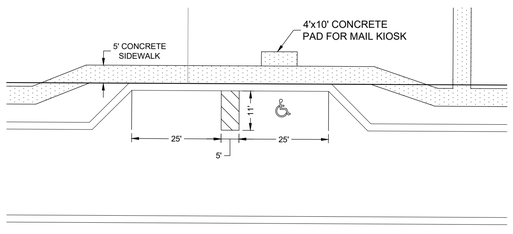
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7 of 20

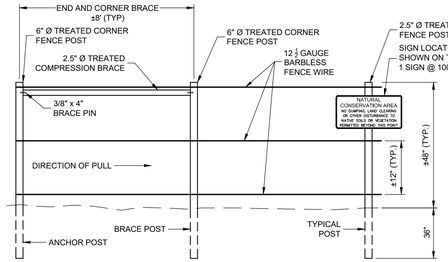
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.





MAIL KIOSK PARKING DETAIL
NTS



CONSERVATION FENCE AND SIGN DETAIL
NTS

NATURAL
CONSERVATION AREA
NO DUMPING, LAND CLEARING
OR OTHER DISTURBANCE TO
NATIVE SOILS OR VEGETATION
PERMITTED BEYOND THIS POINT

1'-0"
2'-0"

NOTES:
1. SIGN COLORS ARE BLACK LETTERS ON WHITE SIGN.
2. SPLIT RAIL WOOD FENCE MAY BE USED AS ALTERNATE.
3. BRACING SHALL BE INSTALLED AT ANY CHANGE OF DIRECTION AND AT THE END OF THE FENCE.



TYPICAL 6' VINYL FENCE - TRACT A

NOTES:
1. STREET LIGHTING SHALL BE STANDARD FP&L LIGHT POLES AND FIXTURES (3000K LED).
2. POND SHALL BE STOCKED WITH NATIVE FISH SPECIES IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S GUIDELINES FOR DESIGNING AND MANAGING FLORIDA PONDS FOR RECREATION PER SECTION 17(G)(2).

AMENITIES
- TRACT A
- 5' SIDEWALK
- ELEVATED BOARDWALK
- FISHING PLATFORM
- STOCKED FISHING LAKE

TRACT Z
- 5' SIDEWALK

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

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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

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SJRWMD COMMENTS	11/04/20
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DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
SITE PLAN (OVERALL)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_008

SHEET
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ADAMSON CREEK PHASE ONE A
PB57, PG 49

TALBOT BOULEVARD

MYCROFT DRIVE

SPREADER SWALE AT OUTFALL; PROVIDE SAND CEMENT RIPRAP WITH GEOTEXTILE FABRIC; TEMPORARY WETLAND BUFFER IMPACT (±500 SQ FT; 10'x50')

DS10 FES
NW INV=19.00

25' WETLAND BUFFER

28 LF 36" RCP

30 LF 36" RCP

DS8 MES
SE INV=15.20

DS9
MODIFIED TYPE D CONTROL STRUCTURE
RIM=23.10
SE INV=17.00
NW INV=17.00

FISHING PLATFORM; SEE SHEET 11 FOR DETAILS

STOCKED FISHING LAKE
NWL = 20.70
25 YR = 21.79
100 YR = 22.15

15' WETLAND BUFFER

40' WETLAND BUFFER

TRACT C

TRACT A

TRACT D

TRACT E

TRACT B

BOARDWALK DECK
ELEV=27.0
(SEE SHEET 11 FOR DETAILS)

DS4 MES
NW INV=16.00

DS8
TYPE D
RIM=23.50
SE INV=17.00
W INV=17.00

41 LF 24" RCP

DS7 MES
W INV=16.00

MAIL KIOSK NOTE
AT BOTH SIDES OF MAIL KIOSK PARKING AREA, TRANSITION FROM TYPICAL MIAMI CURB TO A 2' WIDE FLUSH RIBBON CURB SPANNING ENTIRE LENGTH OF PARKING

±110 LF 8' WIDE ELEVATED BOARDWALK

MATCH EXISTING SIDEWALK

MATCH EXISTING PAVEMENT AND CURB AND GUTTER ELEVATIONS

5' CONCRETE SIDEWALK

SEE MAIL KIOSK NOTE

20' DRAINAGE EASEMENT

151 LF 24" RCP

DS2
TYPE 4
RIM=23.64
E INV=19.50
W INV=20.00

PVI
14+40
EL=23.50

LIGHT POLE

PVI
16+50
EL=24.50

171 LF 24" RCP

DS6
TYPE 4
RIM=23.64
NW INV=20.00
E INV=19.50

5' CONCRETE SIDEWALK

10' SIDEWALK EASEMENT

20' DRAINAGE EASEMENT

PVI
20+12.88
EL=24.25

EVP
20+52.88
EL=24.45

36 LF 18" RCP

38 LF 18" RCP

BVP
11+83
EL=25.50

EXISTING 8" PVC WATER MAIN

PROVIDE ADA COMPLIANT RAMP WITH TRUNCATED DOMES; REMOVE/REPLACE EXISTING CURB AS NECESSARY

EXISTING AT&T SPLICE BOX

EXISTING TELECOM CONCRETE PAD

EXISTING PROPANE TANK UNDERGROUND

BELLSOUTH EASEMENT, ORB 5842, PG 3223

EXISTING 5' CONCRETE SIDEWALK

5' CONCRETE SIDEWALK

DS1
TYPE 4
RIM=23.64
E INV=20.25

SIDEWALK EASEMENT, SEE SHEET 11 FOR DETAIL

DS5
TYPE 6
RIM=23.64
SE INV=20.25

PVI
18+46
EL=23.50

SIDEWALK EASEMENT, SEE SHEET 11 FOR DETAIL

MATCH EXISTING SIDEWALK

EX DS
N INV=16.28

EX DS
S INV=16.53

42" RCP

MATCH EXISTING ELEVATIONS AT PROPERTY LINE (3:1 MAX)

±1050 LF 6' VINYL FENCE WITHIN TRACT A

PROVIDE CONSERVATION FENCING ALONG WETLAND BUFFER, LOCATED 1-FOOT OUTSIDE BUFFER; PROVIDE CONSERVATION SIGNS AT 100 FOOT INTERVALS; SEE SHEET 8 FOR DETAIL

EXISTING TOE OF SLOPE AND FLOW LINE OF DITCH

5' CONCRETE SIDEWALK

EXISTING 6' CHAINLINK FENCE

EXISTING TOP OF BANK

(50') DRAINAGE EASEMENT (ORB 2976, PG 3606)

DS11 MES
W INV=15.15

24 LF 36" RCP

36" CMP

DS12 MES
E INV=14.65

EXISTING CONCRETE BAG HEADWALL

±1515 LF OF 5' WIDE CONCRETE SIDEWALK

EXISTING WOOD POWER POLE

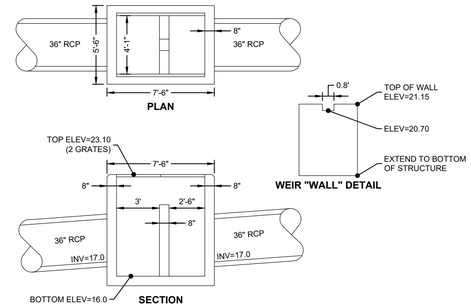
EXISTING EDGE OF PAVEMENT

FIBER OPTIC CABLE MARKER

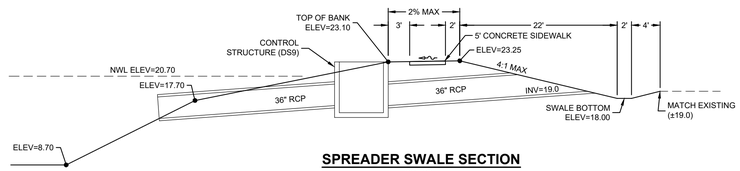
EDGE OF PAVEMENT

ADAMSON ROAD A.K.A. WENNER ROAD 150' PUBLIC ROAD R/W 75' R/W PER ORB 746, PG 878

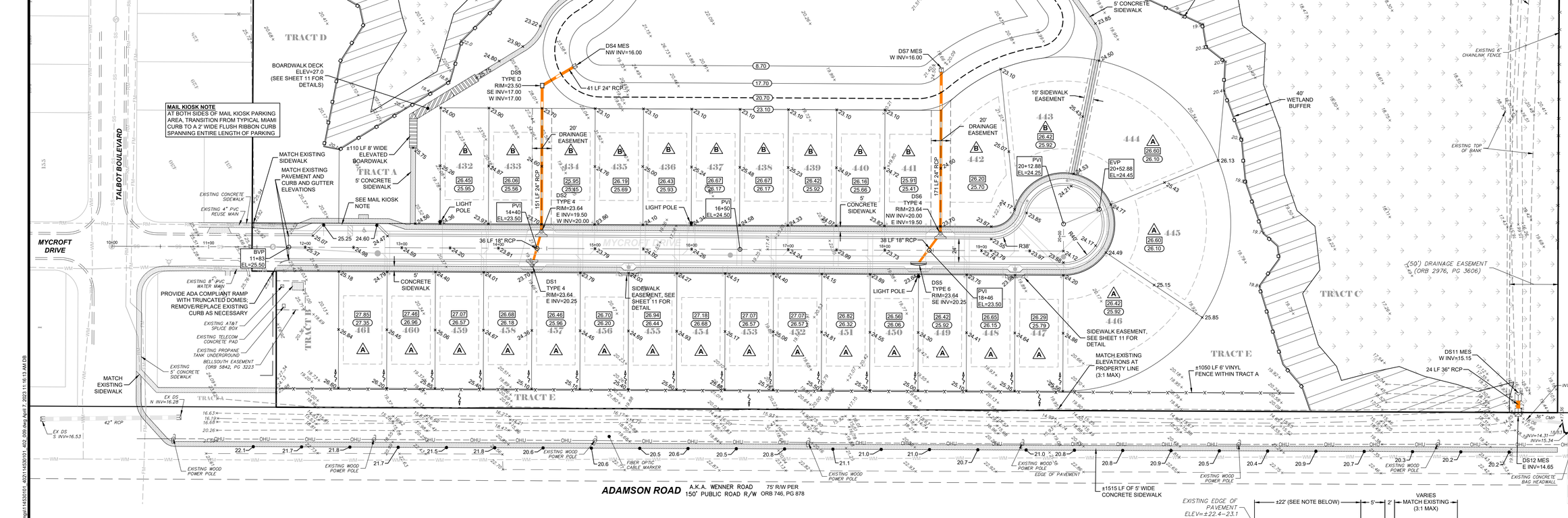
NOTES:
1. FOR RCP, THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS SHALL INCLUDE PIPE END TIE BARS; SEE SHEET 11 FOR DETAILS
2. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE (RCP).



CONTROL STRUCTURE (DS9) DETAIL
MODIFIED TYPE "D" STRUCTURE
N.T.S.



SPREADER SWALE SECTION
N.T.S.



NOTE: AT NORTHBOUND ADAMSON ROAD RIGHT-TURN LANE APPROACH TO TALBOT BOULEVARD, SIDEWALK SHALL BE ±6' EAST OF EDGE OF PAVEMENT

ADAMSON ROAD SIDEWALK ADDITION
N.T.S.

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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

LEGEND

- (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
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- 30.39 — FINISHED FLOOR ELEVATION (FFE)
- 29.72 — DIRT PAD ELEVATION
- ×28.45 — EXISTING GROUND SPOT ELEVATION
- ×28.45 — DESIGN SPOT ELEVATION

BUILDING SETBACKS
FRONT: 25'
REAR: 25'
SIDE: 5'
SIDE (CORNER): 25'

REFER TO PLAT FOR LOT DIMENSIONS

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

1	
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DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
PAVING, GRADING, AND DRAINAGE PLAN

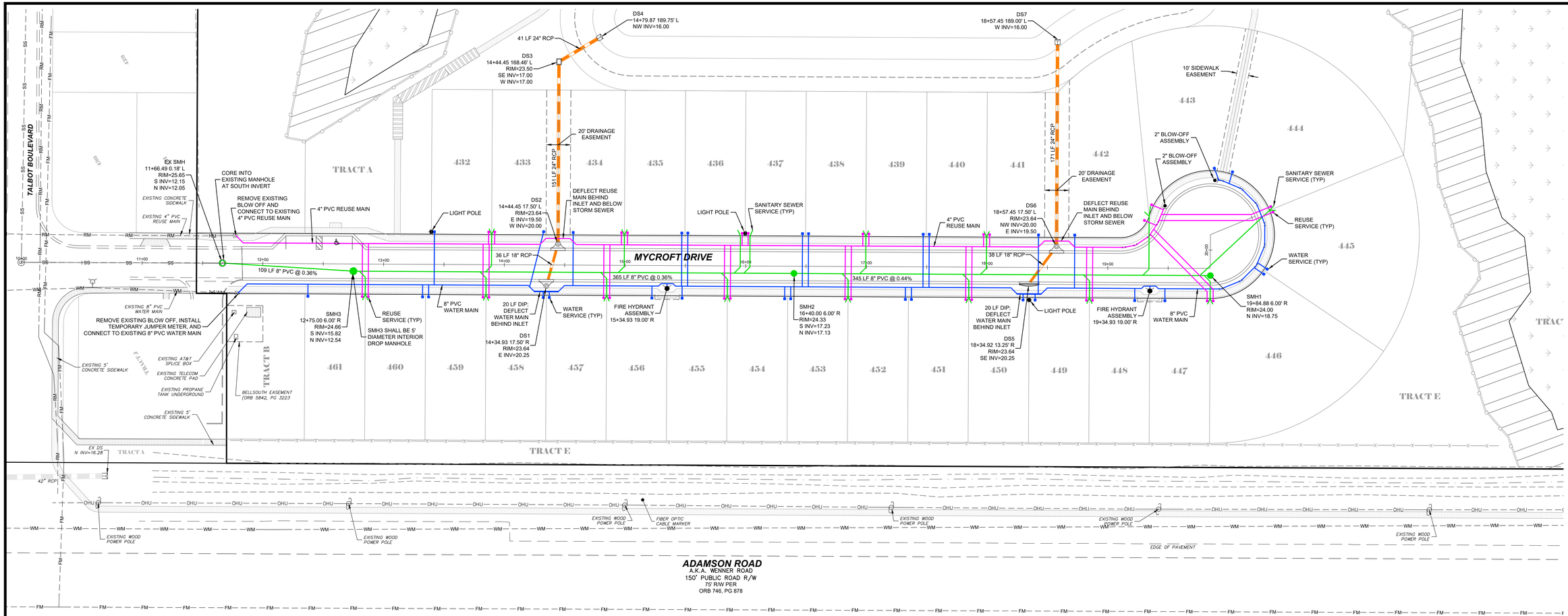
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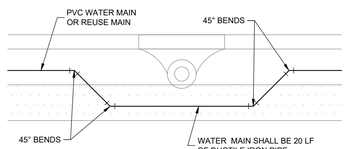
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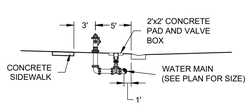
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PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR RESPONSIBLE FOR COORDINATING INSTALLATION OF RECLAIM METERS SHALL CONTACT CITY OF COCOA UTILITIES DEPARTMENT RE-USE COORDINATOR, MIKE HENDERSON (321) 433-8714

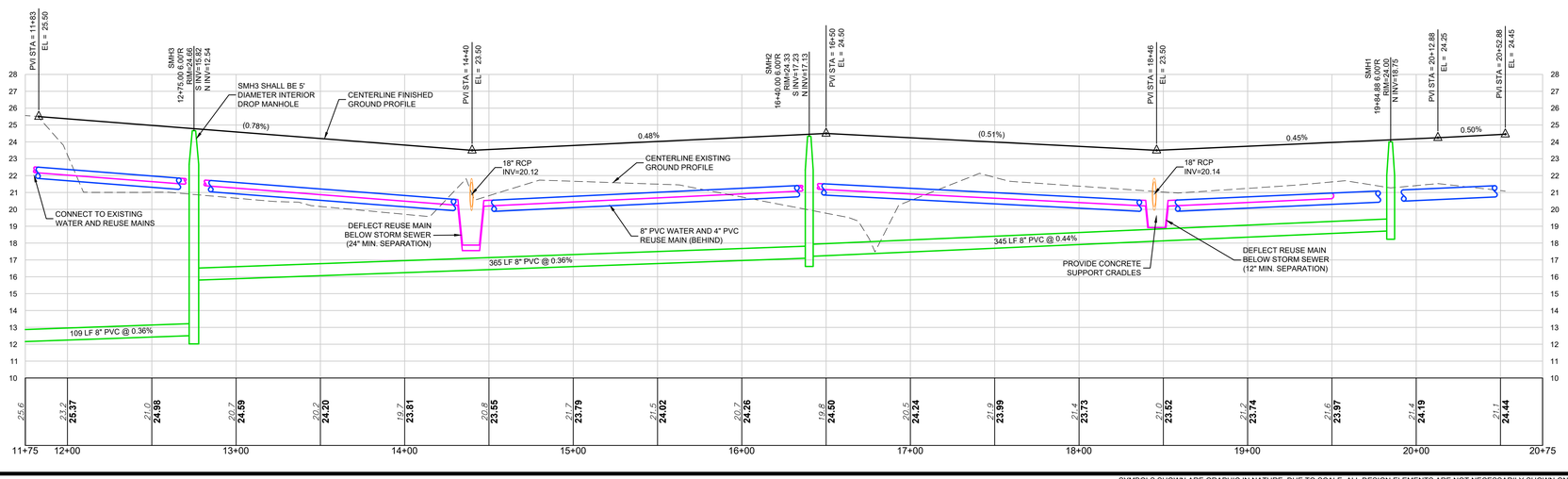


WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.



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.



BREVARD COUNTY NOTES

1. ALL SEWER AND REUSE CONSTRUCTION SHALL CONFORM TO THE CRITERIA FOR WATER & SEWERAGE SYSTEMS WITHIN BREVARD COUNTY (LATEST EDITION)

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.

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(H) = FIRE HYDRANT ASSEMBLY

40 0 20 40
(IN FEET)
VERTICAL DATUM: NAVD88

6	
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PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
UTILITY PLAN

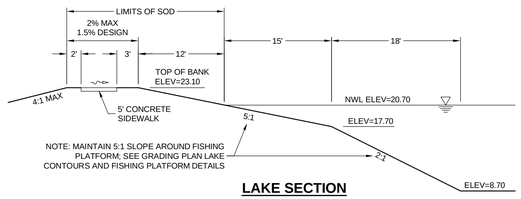
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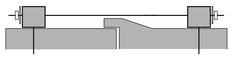
SHEET
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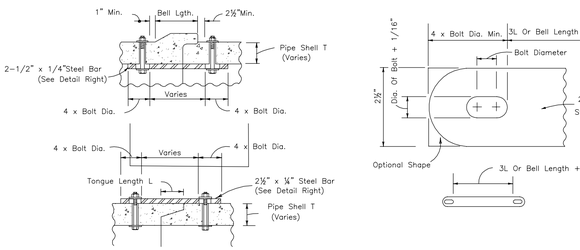


LAKE SECTION
N.T.S.



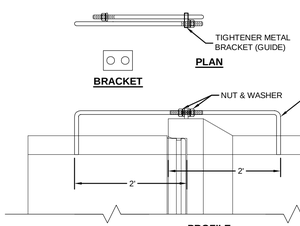
NOTES:
1. STANDOFF STYLE TIE BAR IS A SYSTEM FOR TYING TOGETHER CONCRETE CULVERTS WHERE A SMOOTH INSIDE SURFACE IS DESIRED.
2. DESIGNED SPECIFICALLY TO COMPENSATE FOR BELL END PIPE.
3. HOT DIP GALVANIZED.
4. THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS TO INCLUDE PIPE END TIE BARS.

CULVERT TIE



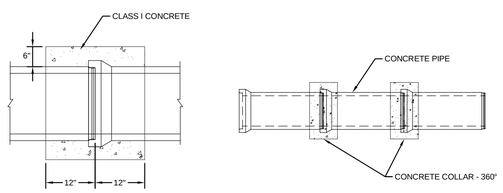
NOTES:
1. ALL BARS, BOLTS, NUTS AND WASHERS ARE TO BE GALVANIZED STEEL.
2. BOLT DIAMETERS SHALL BE 3/8" FOR 15" TO 36" PIPE AND 5/8" FOR PIPES GREATER THAN 36"
3. TWO CONNECTORS REQUIRED PER JOINT, LOCATED 60° RIGHT AND LEFT OF BOTTOM CENTER OF PIPE.
4. BAR HOLES IN PIPE BARREL ARE TO BE PRECAST OR MAY BE DRILLED.
5. BAR HOLES TO BE NOT MORE THAN 1/4" LARGER THAN THE BAR DIAMETER.
6. CONTRACTOR TO PROVIDE TEMPORARY BANK PROTECTION AROUND PIPE END DURING CONSTRUCTION TO PREVENT EROSION WHILE LAKE WATER LEVELS ARE BELOW THE PIPE INVERT.

CONCRETE PIPE BAR CONNECTOR



NOTES:
1. ALL BARS, BOLTS, NUTS AND WASHERS ARE TO BE GALVANIZED STEEL.
2. BOLT DIAMETERS SHALL BE 3/8" FOR 15" TO 36" PIPE AND 5/8" FOR PIPES GREATER THAN 36"
3. TWO CONNECTORS REQUIRED PER JOINT, LOCATED 60° RIGHT AND LEFT OF BOTTOM CENTER OF PIPE.
4. BAR HOLES IN PIPE BARREL ARE TO BE PRECAST OR MAY BE DRILLED.
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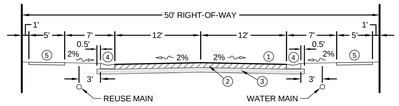
TIE ASSEMBLY CONNECTOR



NOTES:
1. CONCRETE JACKET TO BE INSTALLED ON A MIMIMUM OF TWO JOINTS FROM THE TERMINUS OF PIPE.
2. CONTRACTOR TO PROVIDE TEMPORARY BANK PROTECTION AROUND PIPE END DURING CONSTRUCTION TO PREVENT EROSION WHILE LAKE WATER LEVELS ARE BELOW THE PIPE INVERT.

CONCRETE JACKET

CONNECTION OPTIONS FOR PIPES TERMINATING IN LAKES
N.T.S.



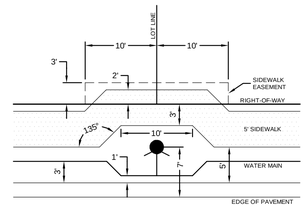
KEY

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

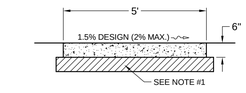
ALTERNATE ROAD SECTION: NO STABILIZED SUB-GRADE, 12" BASE, AND 1-1/2" ASPHALTIC CONCRETE

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.

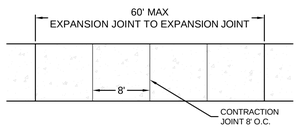


SIDEWALK EASEMENT DETAIL
N.T.S.

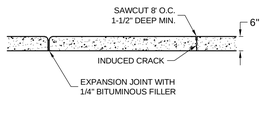


CONCRETE SIDEWALK

NOTES:
1. ALL SIDEWALK WITHIN RIGHT-OF-WAY SHALL BE 6" THICK, 3000 PSI CONCRETE WITH FIBERMESH AND 6" COMPACTED SUBGRADE, 98% MAXIMUM DENSITY PER AASHTO T-180.
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.

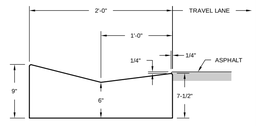


EXPANSION JOINTS

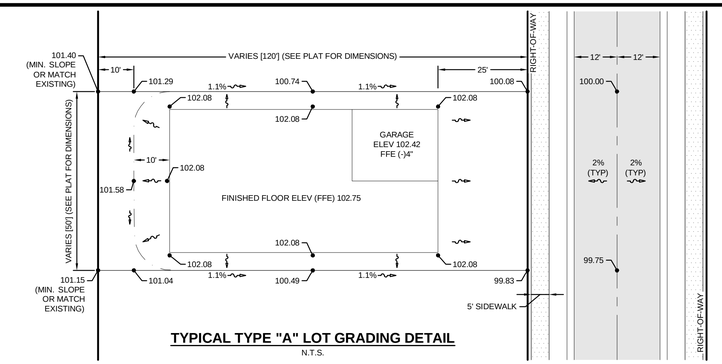


CONTRACTION JOINT

SIDEWALK DETAILS AND SPECIFICATIONS
N.T.S.

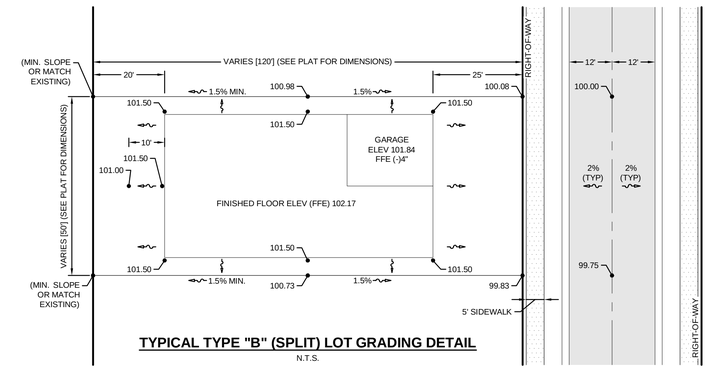


MIAMI CURB
N.T.S.

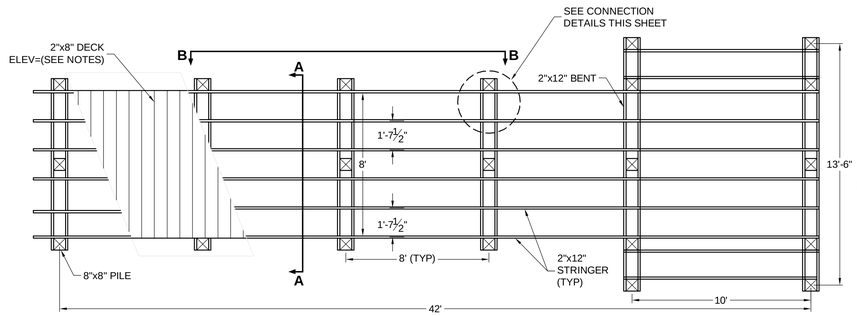


TYPICAL TYPE "A" LOT GRADING DETAIL
N.T.S.

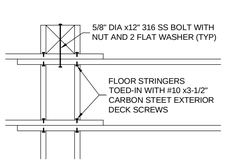
LOT GRADING DESIGN PARAMETERS:
- SIDE YARD SWALE:
  TYPE "A" LOT: 1.1%
  TYPE "B" LOT: 1.5%
- BUILDING DIRT PAD: 6" BELOW F.F.E.
- GRADE ADJACENT TO HOME: 8" BELOW F.F.E. (6" + 2" TO ALLOW FOR SOD PLACEMENT)
- MINIMUM SLOPE AWAY FROM HOME AT REAR: 5% TO CENTRAL GRADE POINT 10' FROM BUILDING



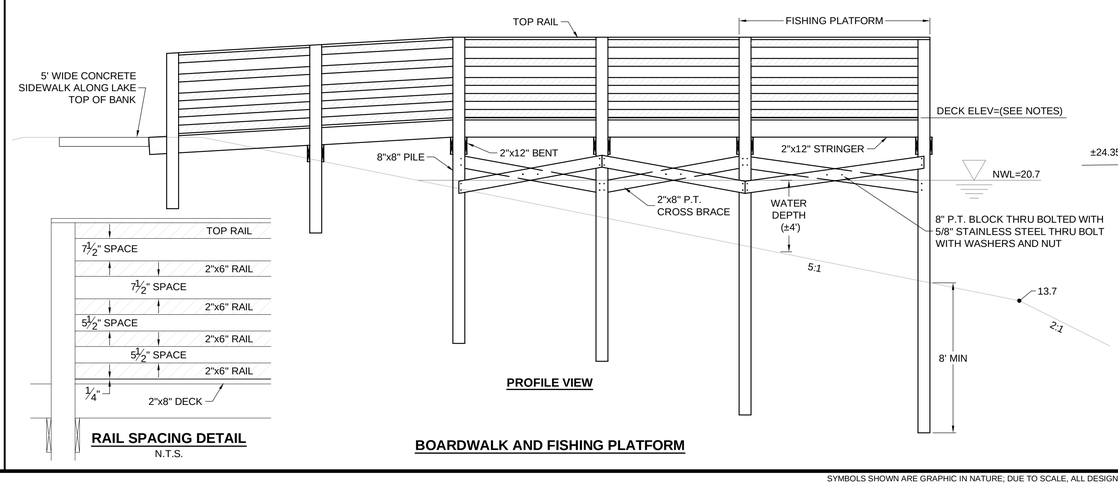
TYPICAL TYPE "B" (SPLIT) LOT GRADING DETAIL
N.T.S.



PLAN VIEW



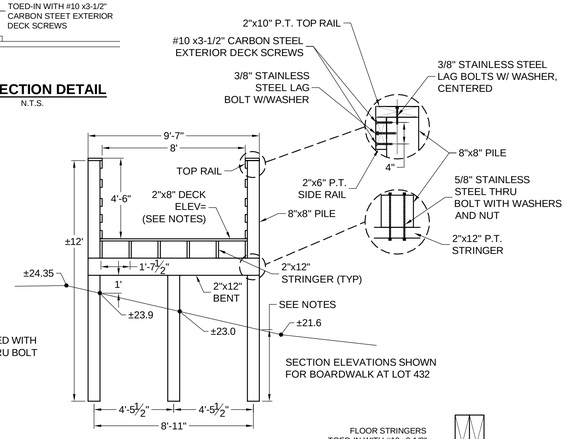
CONNECTION DETAIL
N.T.S.



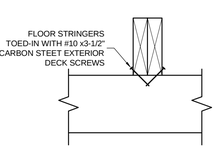
PROFILE VIEW

RAIL SPACING DETAIL
N.T.S.

BOARDWALK AND FISHING PLATFORM



SECTION A-A



STRINGER TO BENT CONNECTION
N.T.S.

NOTES:
1. P.T. MINIMUM = 2.5 CCA ON PILING AND CROSS BRACING; 0.60 CCA ALL OTHER LUMBER
2. ALL HARDWARE/FASTENERS TO BE STAINLESS STEEL TYPE 316
3. ALL DECK FASTENERS ARE FLAT HEAD #10 x3-1/2" CARBON STEEL EXTERIOR DECK SCREWS; PRE-DRILL HOLES TO 1/2 SCREW DIAMETER TO AVOID SPLITTING WOOD
4. PRE-DRILL LAG BOLTS 1/2 DIAMETER OF LAG BOLTS TO AVOID SPLITTING WOOD
5. ALL HARDWARE TO BE COUNTER SUNK, MINIMUM FLUSH WITH WOOD, NO JAGGED EDGES OR PROTRUDING ENDS
6. RAILINGS ARE TO BE ROUTED TO PROVIDE A ROUNDED EDGE
7. THROUGH BOLTS ARE TO INCLUDE WASHERS ON THE NUT SIDE AND NUT FASTENER IS TO HAVE LOCK SEALANT APPLIED
8. ALL PILES TO HAVE MINIMUM OF 8' SOIL PENETRATION WITHIN LAKE SECTION, 4' MINIMUM SOIL PENETRATION ALL OTHER LOCATIONS
9. DECK ELEVATIONS:
   - BOARDWALK LOCATED AT LOT 432, DECK ELEV=27.10
   - BOARDWALK AND FISHING PLATFORM, DECK ELEV=24.2

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

6	
5	
4	
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2	
1 CITY COMMENTS	01/20/21
0 COUNTY/SJRWMD COMMENTS	01/14/21
A SJRWMD COMMENTS	11/04/20
B CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
DETAILS

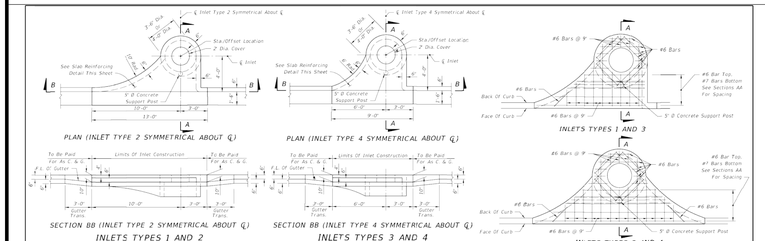
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11453.01.01

DRAWING NO.
114530101_402_011

SHEET
11 of 20

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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.

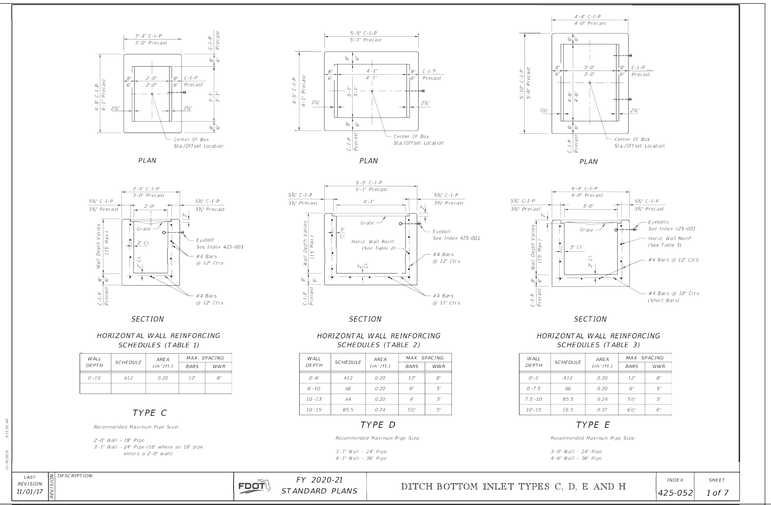


GENERAL NOTES

1. The finished grade and slope of the inlet tops are to conform with the finished cross slope and grade of the proposed sidewalk and/or border.
2. When inlets are to be constructed on a curve, refer to the plans to determine the radius and, where necessary, modify the inlet details accordingly. Bend steel when necessary.
3. All steel in inlet top shall have 1½" minimum cover unless otherwise shown. Inlet tops shall be either cast-in-place or precast concrete.
4. For precast units the rear wall and apron may be precast as a separate piece from the top slab. Provide a minimum of 3 - #4 dowels in accordance with Index 425-001 "OPTIONAL CONSTRUCTION JOINTS".
5. For supplemental details see Index 425-001.
6. Only round concrete support post will be acceptable.
7. These inlets are designed for use with standard curb and gutter Types E and Type K. Locate inlet outside of pedestrian crosswalks.
8. For structure bottoms see Index 425-010.
9. Inlet to be paid for under the contract unit price for inlets (Curb)(Type) Each.

TRANSVERSE SECTIONS FOR INLETS TYPES 1, 2, 3 & 4

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX 425-020	SHEET 1 of 1



HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-15"	A12	0.20	12"	8"

TYPE C

Recommended Maximum Pipe Size:

2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 2)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-6"	A12	0.20	12"	8"
6'-10"	A6	0.20	6"	5"
10'-13"	A4	0.20	4"	3"
10'-15"	B5.5	0.24	55"	5"

TYPE D

Recommended Maximum Pipe Size:

3'-1" Wall - 24" Pipe
4'-1" Wall - 36" Pipe

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 3)

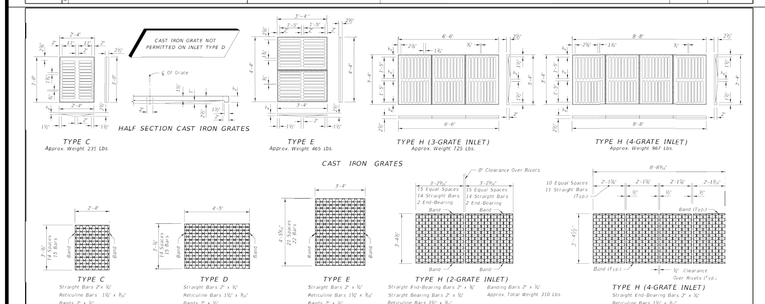
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5"	A12	0.20	12"	8"
0'-7.5"	A6	0.20	6"	5"
7.5'-10"	B5.5	0.24	55"	5"
10'-15"	C6.5	0.31	45"	4"

TYPE E

Recommended Maximum Pipe Size:

3'-0" Wall - 24" Pipe
4'-0" Wall - 36" Pipe

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 1 of 7

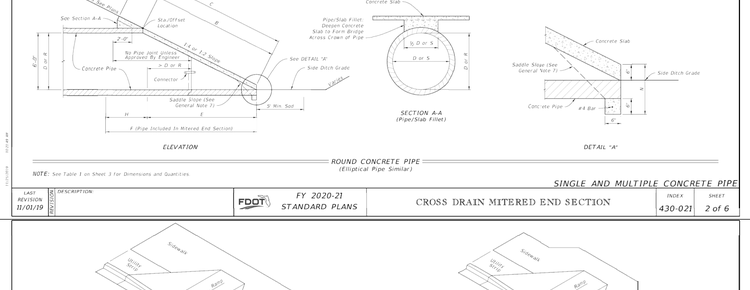


NOTE: Steel Grates Are Required On Inlets With Traversable Slots And On Inlets where Bicycle Traffic Is Anticipated.

GENERAL NOTES

1. These inlets are suitable for bicycle traffic and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads. These inlets may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and areas subject to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type C. Slots may be constructed at either or both ends as shown on plans. Traversable slots shall not be used in areas subject to occasional bicycle traffic.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dip galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Size for other types of pipe must be checked for fit.
5. All exposed edges and corners shall be ¾" chamfer or tooled to ¾" radius.
6. Concrete inlet pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Curb and gutter to be included in contract and price for inlets, Guarantees shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets, partial. For conversion work and method of payment see "TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS".
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Performance Turf, Sy.
9. For supplementary details see Index 425-003.
10. All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 3 of 7



NOTE: See Table 1 on Sheet 3 for Dimensions and Quantities.

LAST REVISION 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 2 of 6

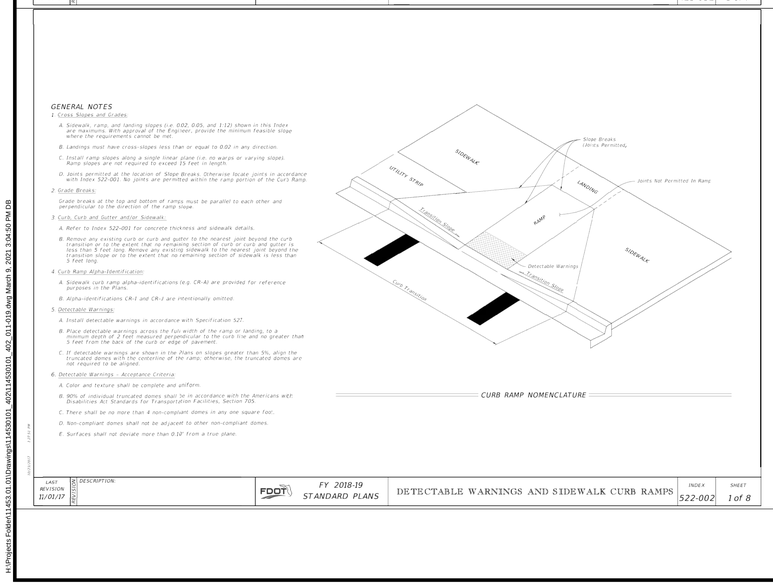
* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 8" unless otherwise shown on plans.

◢ Asterix entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.

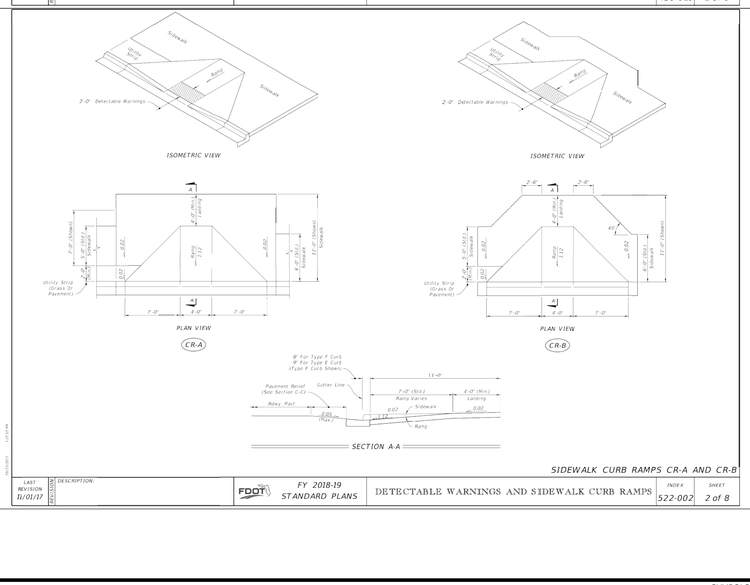
For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see Sheet 2. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only, see Sheet 2.

* Refer To Index 515-001 For Sidewalk Curb Construction, See SIDEWALK CURB OPTIONS details

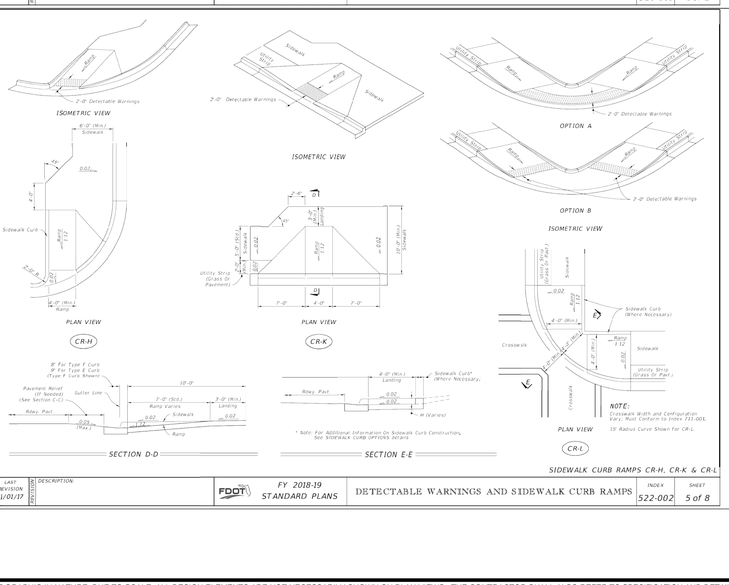
LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 2



LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 8



LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 2 of 8



LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 5 of 8

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STATE OF FLORIDA, No. 41951

⚠	
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⚠ CITY COMMENTS	01/20/21
⚠ COUNTY/SJRWMD COMMENTS	01/14/21
⚠ SJRWMD COMMENTS	11/04/20
⚠ CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

DETAILS

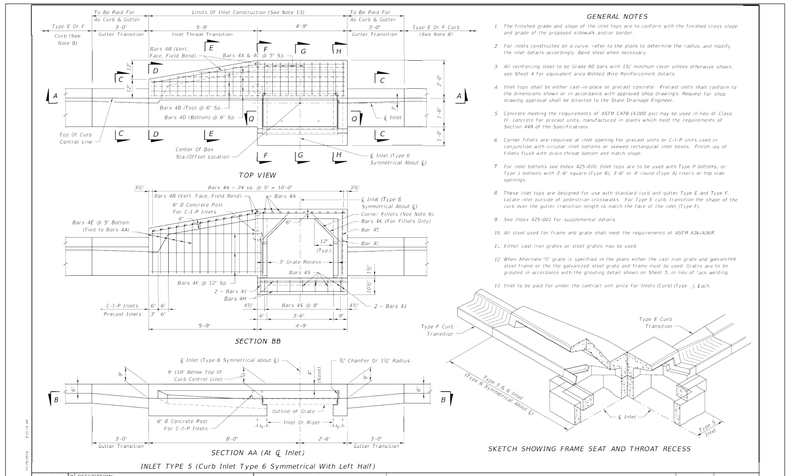
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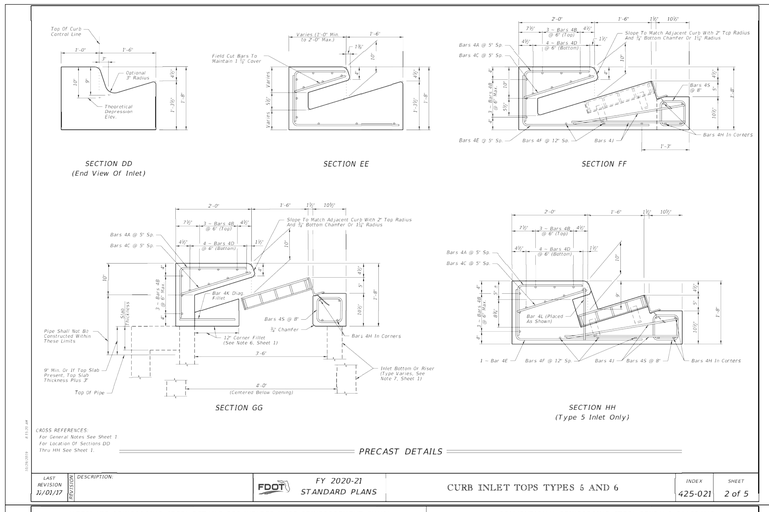
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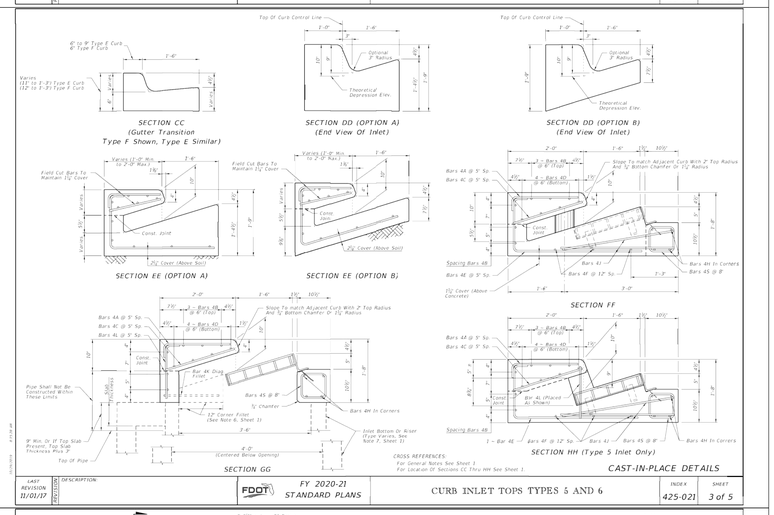
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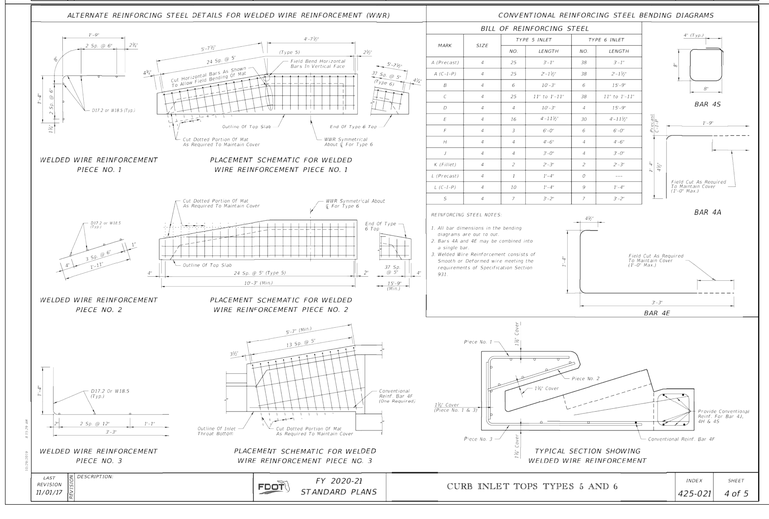
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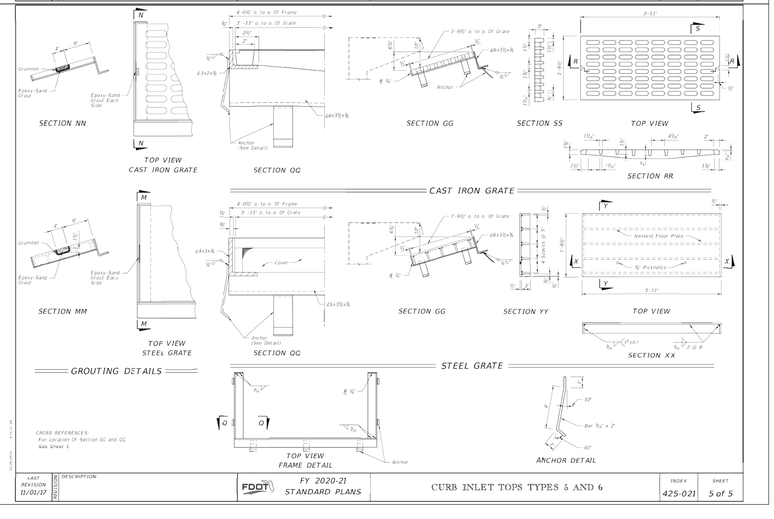






BILL OF REINFORCING STEEL

MARK	SIZE	TYPE 5 INLET NO.	TYPE 5 INLET LENGTH	TYPE 6 INLET NO.	TYPE 6 INLET LENGTH
A (Precast)	4	25	3'-1"	38	3'-1"
A (C.I.P)	4	25	2'-11½"	38	2'-11½"
B	4	6	10'-3"	6	15'-9"
C	4	25	11' to 1'-11"	38	11' to 1'-11"
D	4	4	10'-3"	4	15'-9"
E	4	36	4'-11½"	30	4'-11½"
F	4	3	6'-0"	6	6'-0"
H	4	4	4'-6"	4	4'-6"
J	4	4	3'-0"	4	3'-0"
K (Fillet)	4	2	2'-3"	2	2'-3"
L (Precast)	4	1	1'-4"	0	---
L (C.I.P)	4	10	1'-4"	9	1'-4"
S	4	7	3'-2"	7	3'-2"



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DATE:	05/19/20
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PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
DETAILS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_013

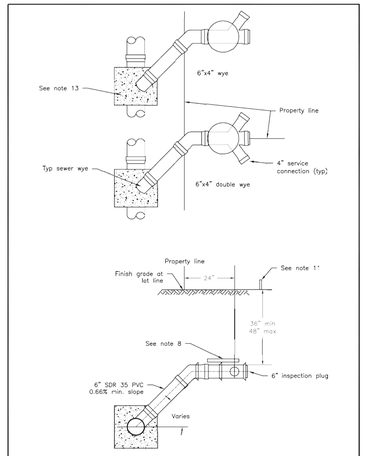
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Notes:

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.

Brevard County Utility Services	Notes Sewer Service Conn.	US-10 January 2018



Scale 1/2 " = 1 foot Brevard County Utility Services	Sewer Service Conn.	US-11 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)	

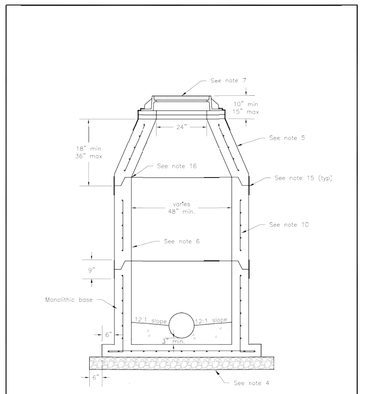
Brevard County Utility Services	Manholes- General Notes	US-20 1 of 2 January 2018

Notes:

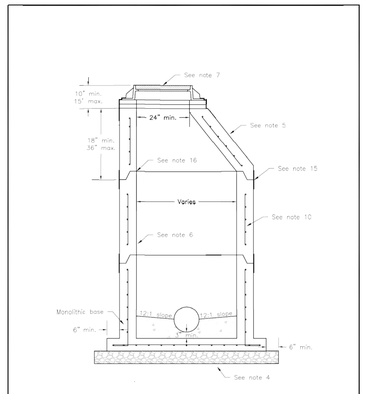
20. Pipes protruding into the manhole shall extend approximately 1/2 inch inside the inner wall measured at the horizontal midsection points of the pipe. Pipe thirty inches and larger inside diameter shall be contoured such that the maximum protrusion into the manhole at any point around the pipe shall 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)	

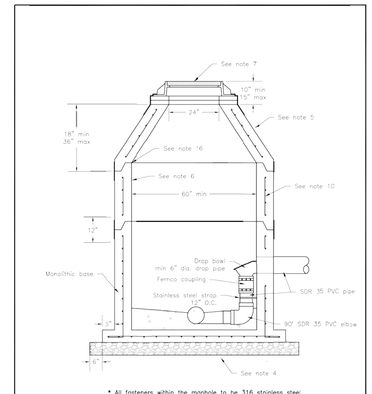
Brevard County Utility Services	Manholes- General Notes	US-20 2 of 2 January 2018



Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Concentric	US-21 January 2018

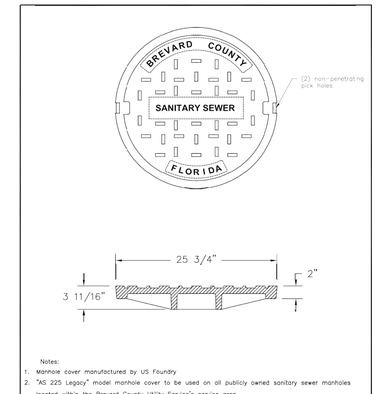


Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Eccentric	US-22 January 2018



* All fasteners within the manhole to be 316 stainless steel

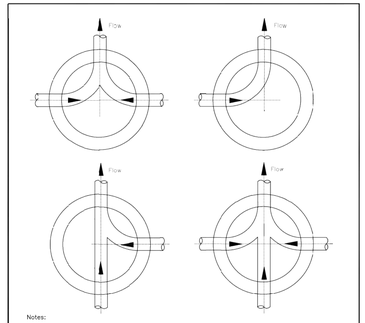
Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Single Interior Drop	US-23 January 2018



Notes:

1. Manhole cover manufactured by US Foundry
2. "AS 225 Legacy" model manhole cover to be used on all publicly owned sanitary sewer manholes located within the Brevard County Utility Service's service area.
3. Privately owned and maintained sanitary sewer systems shall use JS Foundry AS 225 cover.

No Scale Brevard County Utility Services	Manhole Cover AS Legacy	US-27 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 Brevard County Utility Services	Manhole Inverts	US-28 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	

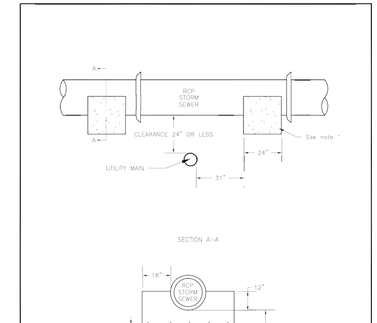
Legend:

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

Brevard County Utility Services	Pipe Separation Table	US-60 January 2018



Notes:

1. Minimum 3,000 psi TYPE I Portland Cement

Scale 3/8 " = 1 foot Brevard County Utility Services	Concrete Support Cradle	US-66 January 2018

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

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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

1	
2	
3	
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5	
5 CITY COMMENTS	01/20/21
4 COUNTY/SJRWMD COMMENTS	01/14/21
3 SJRWMD COMMENTS	11/04/20
2 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

BREVARD COUNTY SEWER DETAILS

PROJECT NO.

11453.01.01

DRAWING NO.

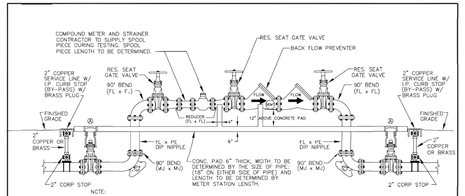
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SHEET

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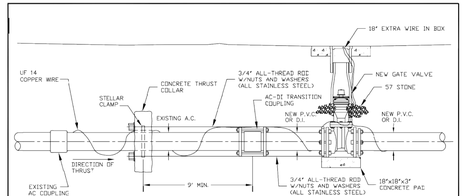
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

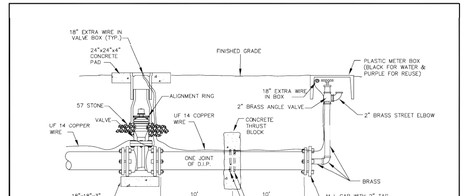
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

A.C. PIPE TIE-IN

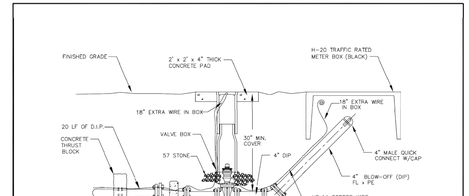
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

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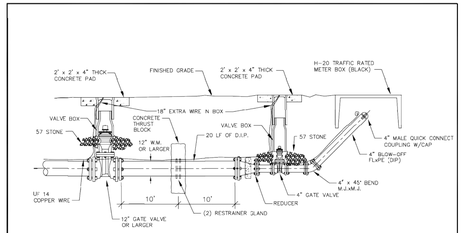
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

BLOW-OFF DETAIL 2

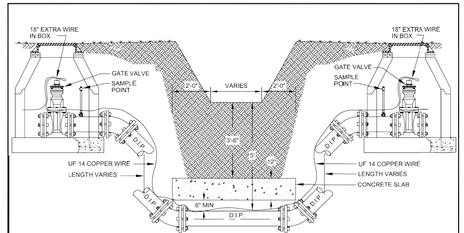
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

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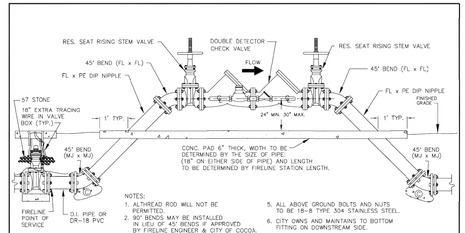
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

CANAL OR DRAINAGE DITCH CROSSING

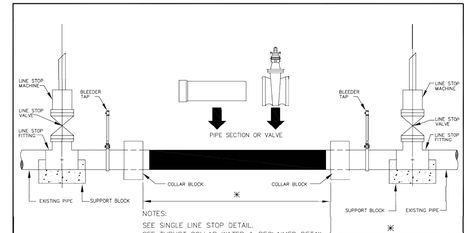
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

DOUBLE CHECK DETECTOR ASSEMBLY

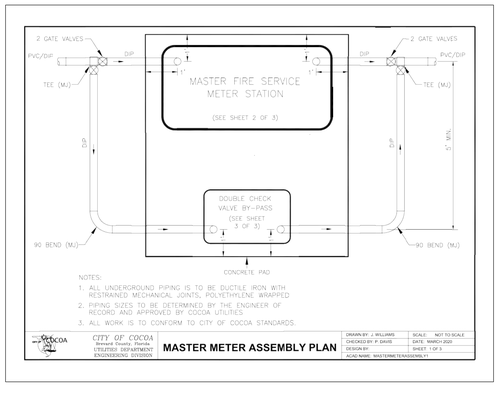
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

DOUBLE LINE STOP DETAIL

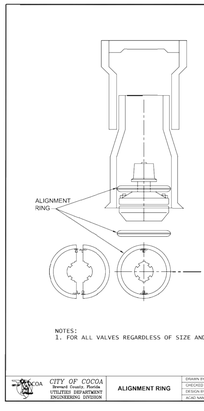
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY PLAN

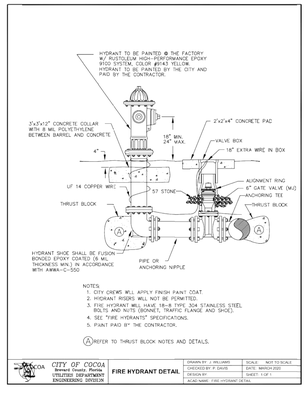
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

ALIGNMENT RING

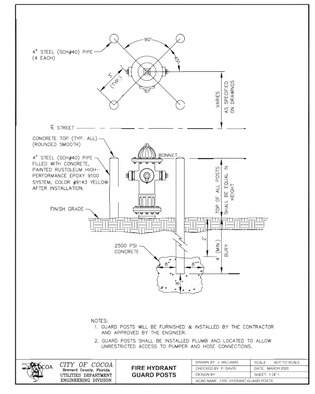
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

FIRE HYDRANT DETAIL

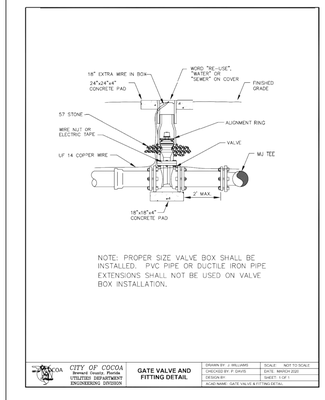
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

FIRE HYDRANT GUARD POSTS

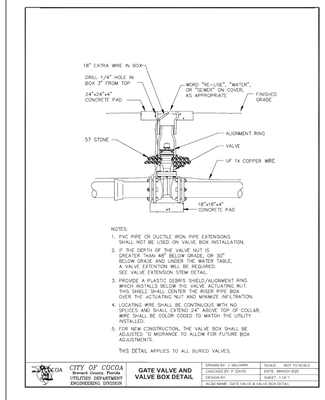
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

GATE VALVE AND FITTING DETAIL

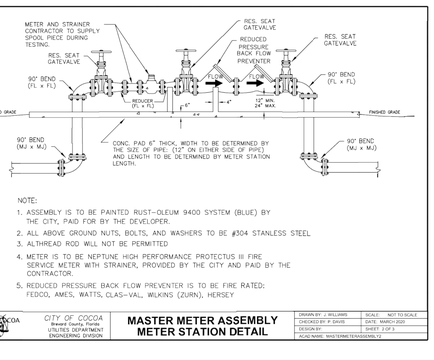
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

GATE VALVE AND VALVE BOX DETAIL

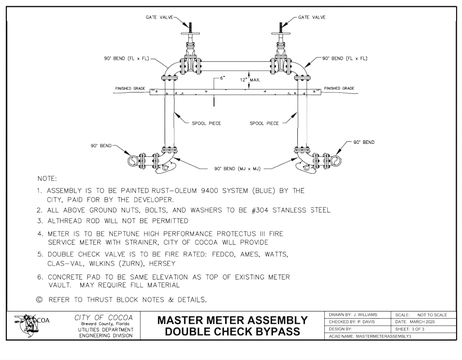
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DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & VALVE BOX DETAIL	



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY METER STATION DETAIL

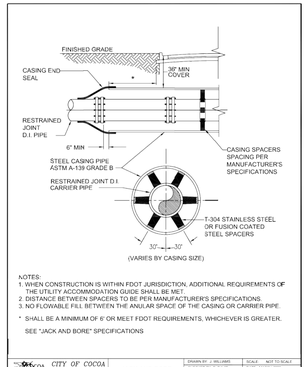
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DESIGN BY:	SHEET: 2 OF 3
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY DOUBLE CHECK BYPASS

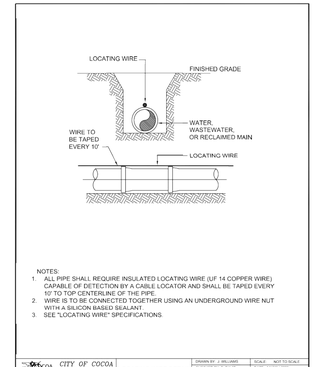
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DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: MASTERMETERASSEMBLY	



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

JACK AND BORE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: JACK AND BORE	



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
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CITY OF COCOA UTILITIES TECHNICAL PROVISIONS

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

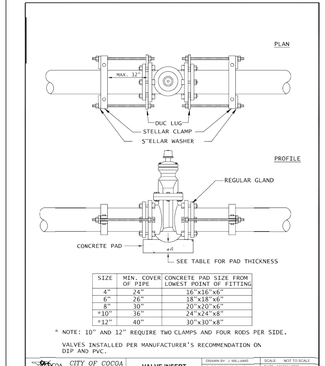
TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) PIPE SIZE						
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	21	29	38	45	53	66	79	91
45° BEND	9	12	16	19	22	45	33	38
22-1/2° BEND	5	6	8	9	11	14	16	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

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 DEPRA, 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 AND 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	



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

VALVE INSERT FOR A.C. PIPE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE INSERT	

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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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⚠ CITY COMMENTS	01/20/21
⚠ COUNTY/SJRWMD COMMENTS	01/14/21
⚠ SJRWMD COMMENTS	11/04/20
⚠ CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA DETAILS

PROJECT NO.

11453.01.01

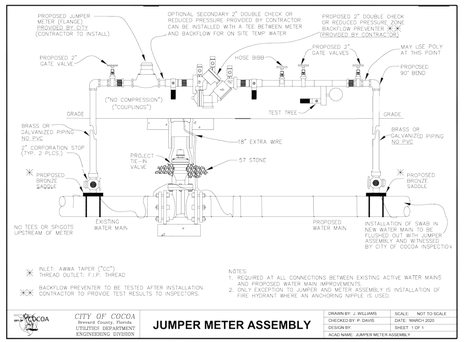
DRAWING NO.

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SHEET

15 of 20

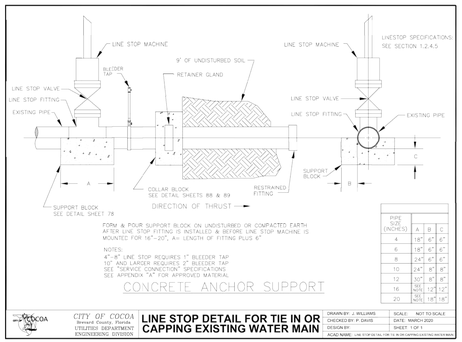
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CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

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	

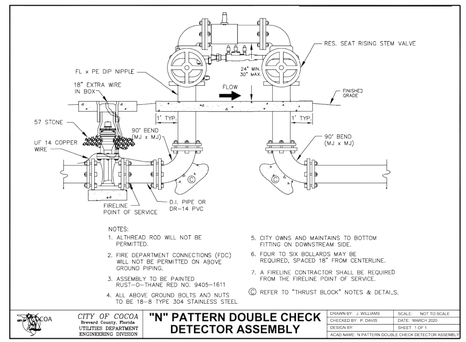


PIPE SIZE (INCHES)	A	B	C
4	4'	18"	6"
6	4'	18"	6"
8	5'	24"	6"
10	6'	24"	6"
12	7'	30"	8"
16	9'	MIN. 36"	12"
20	11'	MIN. 36"	18"

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	

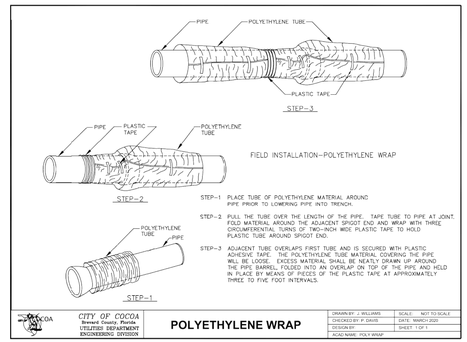


NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING 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.
(D) 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	



STEP-1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

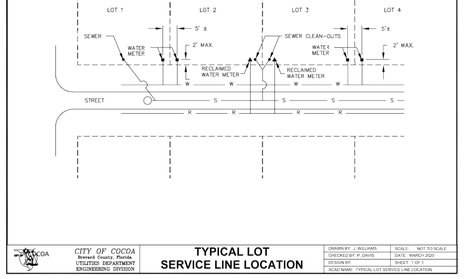
STEP-2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE CIRCUMFERENTIAL TURNS OF TWO-INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

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 HOLD 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

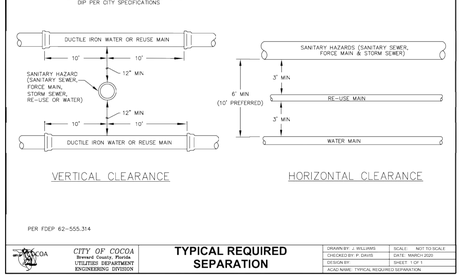
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: POLY WRAP	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

SOLID SLEEVE DETAIL

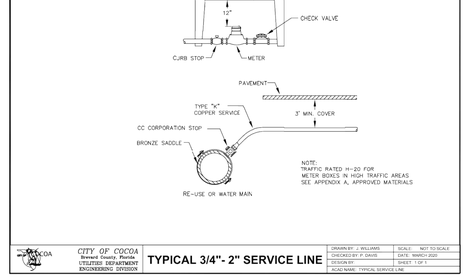
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SOLID SLEEVE DETAIL	



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	

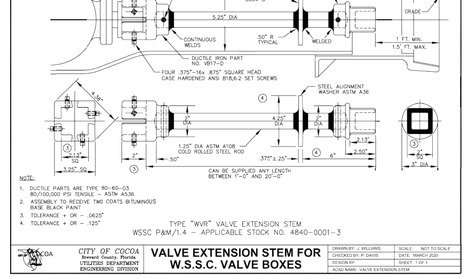


NOTES:
1. MAIN SHALL BE A CONTINUOUS LENGTH OF D.I. PIPE TO EXTEND 2 FEET MINIMUM EITHER SIDE OF THE DRAINAGE SWALE.
2. IF 1 OR MORE JOINTS OF PIPE IS REQUIRED, JOINT MUST BE RESTRAINED.

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	



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	

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.)

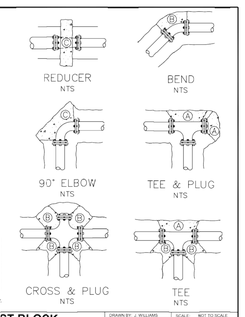
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

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	15-1/4	21
C	2	4	7	11-1/4	16-1/2	25-1/4	39

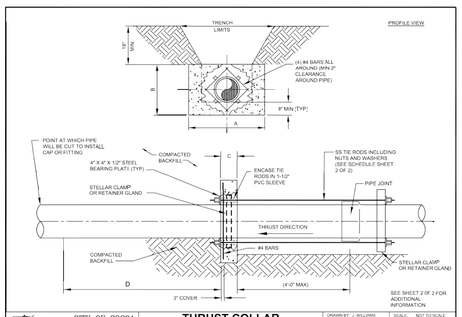
THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.



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	



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 2 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 20'.

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	

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: 1 OF 1
ACAD NAME: TYPICAL BORE PLAN	

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	

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	

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	

NOTE:
1. DUCTILE PARTS ARE TYPE 60–60–03 60,000/60,000 PSI TENSILE – ASTM A536
2. ASSEMBLY TO RECEIVE TWO COATS BITUMINOUS BASE BLACK PAINT.
3. TOLERANCE + OR – .0625"
4. TOLERANCE + OR – .125"

TYPE "WVR" VALVE EXTENSION STEM
WSSC P&M/1.4 – APPLICABLE STOCK NO. 4840–0001–3

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

VALVE EXTENSION STEM FOR W.S.S.C. VALVE BOXES

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE EXTENSION STEM	

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STATE OF FLORIDA, No. 41951

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DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA DETAILS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_016

SHEET
16 of 20

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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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2	
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6	CITY COMMENTS 01/20/21
7	COUNTY/SJRWMD COMMENTS 01/14/21
8	SJRWMD COMMENTS 11/04/20
9	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11453.01.01

DRAWING NO.

114530101_402_017

SHEET

17 of 20

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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.
CONSULTING - ENGINEERING -
LAND SURVEYING

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BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

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STATE OF FLORIDA, No. 41951

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1 CITY COMMENTS	01/20/21
2 COUNTY/SJRWMD COMMENTS	01/14/21
3 SJRWMD COMMENTS	11/04/20
4 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11453.01.01

DRAWING NO.

114530101_402_018

SHEET

18 of 20

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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
O 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
O Each tap requires independent review and approval
O 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
O 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.
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

6	
5	
4	
3	
2	
1	CITY COMMENTS 01/20/21
0	COUNTY/SJRWMD COMMENTS 01/14/21
A	SJRWMD COMMENTS 11/04/20
1	CITY COMMENTS 10/16/20

DATE: 05/19/20
DESIGN/DRAWN: SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

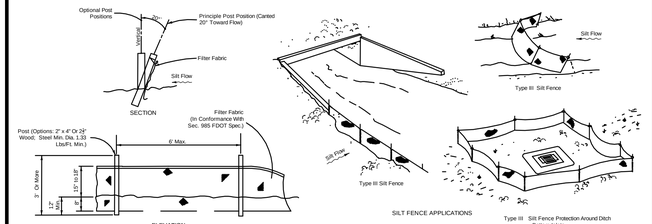
SHEET TITLE
CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_019

SHEET
19 of 20

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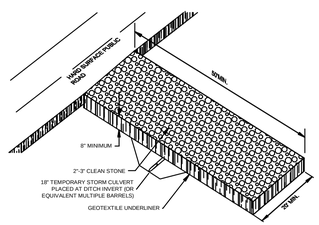


Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

TYPICAL SILT FENCE
N.T.S.

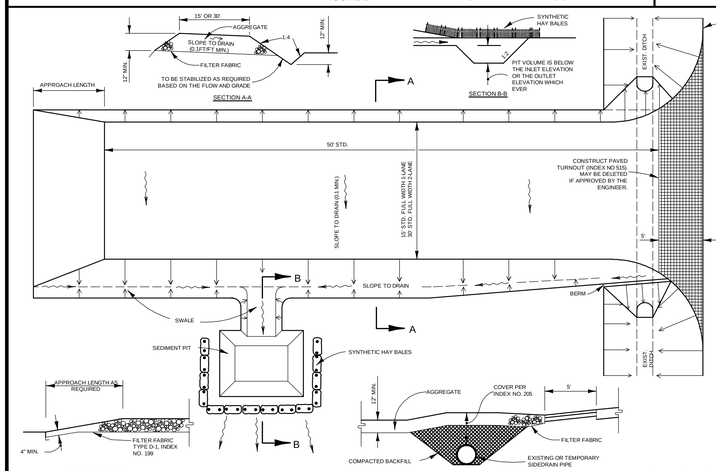
FIGURE 1

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



CONSTRUCTION ENTRANCE
NTS

FIGURE 2



SOIL TRACKING PREVENTION DEVICE
NTS

FIGURE 2A

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 IN PLACE 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 OFF-SITE 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.

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

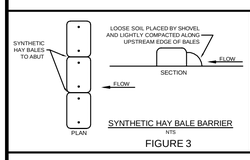
"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE 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:.....

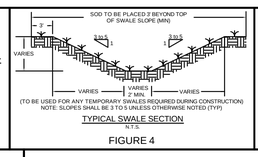
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DATE OF CERTIFICATION:_____



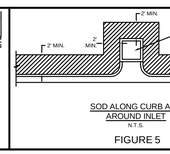
SYNTHETIC HAY BALE BARRIER
NTS

FIGURE 3



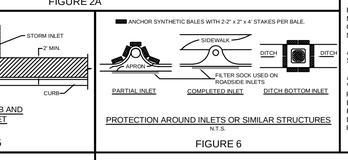
TYPICAL SWALE SECTION
N.T.S.

FIGURE 4



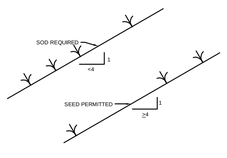
SOD ALONG CURB AND AROUND INLET
N.T.S.

FIGURE 5



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.S.

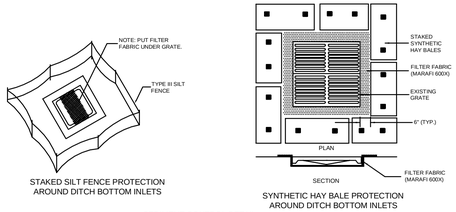
FIGURE 6



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



STAKED SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

SEDIMENT CONTROL DETAIL
NTS

FIGURE 8

SYNTHETIC HAY BALE PROTECTION AROUND DITCH BOTTOM INLETS

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

GENERAL SITE INFORMATION

SITE DESCRIPTION:
SINGLE FAMILY DEVELOPMENT WITH ASSOCIATED DRAINAGE AND UTILITIES

TOTAL AREA: ±79.13 ACRES

DISTURBED AREA: ±14.3 ACRES

QUALITY RECEIVING SURFACE WATERS AND WETLANDS:

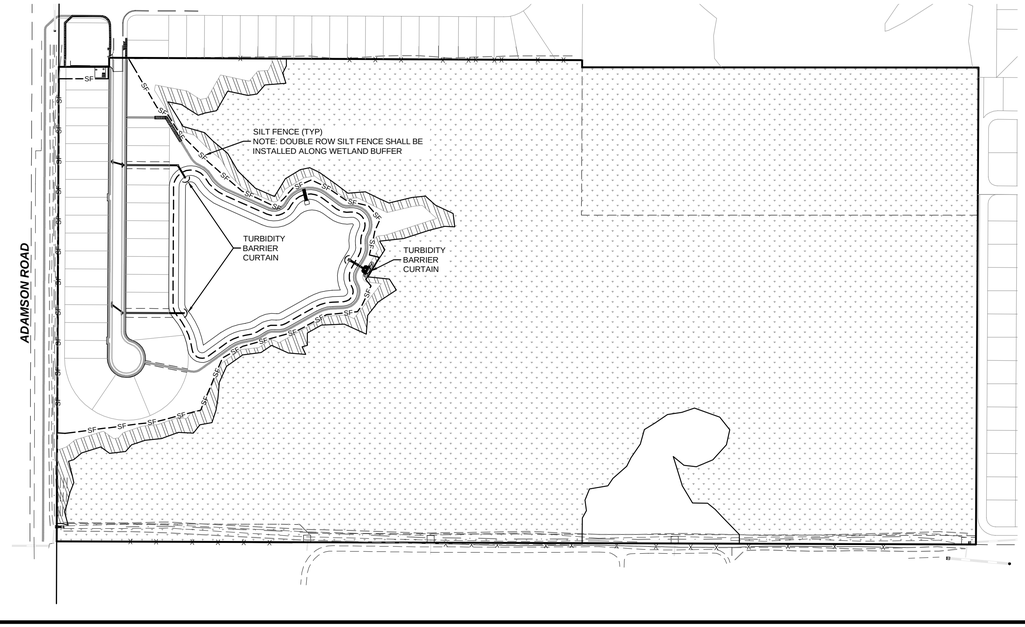
EXISTING SOIL TYPES:
ANCLOTE SAND, BASINGER SAND, EAU GALLIE SAND, MALABAR SAND, MYAKKA SAND, PINEDA SAND, TERRA CEIA MUCK

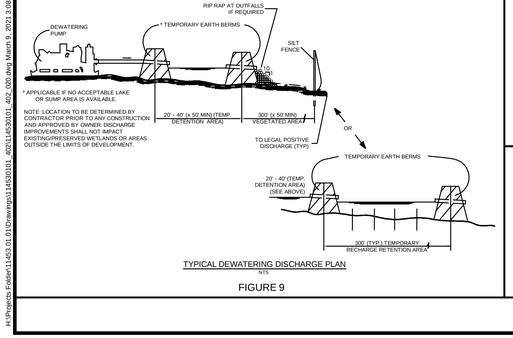
STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT 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.

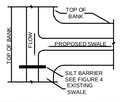
NOTE: SILT FENCE LOCATION IS SCHEMATIC REPRESENTATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SILT FENCE AT THE LOCATION NEEDED TO PREVENT THE TRANSPORT OF SEDIMENT OFFSITE AND NOT INTERFERE WITH THE REQUIRED ONSITE CONSTRUCTION. CONTRACTOR MAY NEED TO RELOCATE/REPLACE/ADJUST SILT FENCE LOCATIONS TO ACCOMMODATE CONSTRUCTION SEQUENCING.





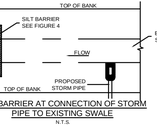
TYPICAL DEWATERING DISCHARGE PLAN
NTS

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

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

200 0 100 200
(IN FEET)

1	
2	
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6 CITY COMMENTS	01/20/21
5 COUNTY/SJRWMD COMMENTS	01/14/21
4 SJRWMD COMMENTS	11/04/20
3 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_020

SHEET
20 of 20

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ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT NOTES:

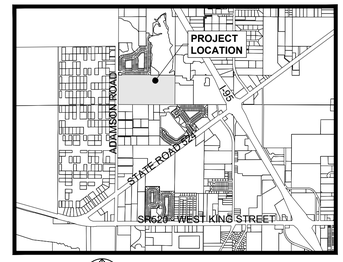
1. BEARING REFERENCE: ASSUMED BEARING OF N00°14'50"E ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS 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 ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT IS RESERVED FOR THE INSTALLATION AND MAINTENANCE 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 AND MAINTENANCE OVER ALL PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   c. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA OVER ALL 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.
7. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. WITHIN THE PLAT BOUNDARY.
8. 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.
9. TRACT A IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, MAIL FACILITIES, AND STORM WATER MANAGEMENT.
10. TRACT B IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR LANDSCAPE AMENITIES AND UTILITIES.
11. TRACT C IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT C. TRACT C IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
12. TRACT D IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT
13. TRACT E IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT.
14. TRACT Z IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF PRIVATE VEHICULAR/PEDESTRIAN ACCESS, PUBLIC AND PRIVATE UTILITIES, PRIVATE LANDSCAPING, PRIVATE SIGNAGE AND PRIVATE SIDEWALKS.

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID	AREA (±ACRES)	AREA (±PERCENT)	TRACT USE	USEABLE COMMON OPEN SPACE CREDIT (±ACRES)	BASIS FOR OPEN SPACE CREDIT
A	6.63	46.07%	STORMWATER MANAGEMENT, LANDSCAPE, OPEN SPACE, AND RECREATIONAL AMENITIES	1.44	LAKE = 50% OF 2.88 AC TOTAL REQUIRED OPEN SPACE
				2.43	TRACT A ACCESSIBLE UPLAND AREA
B	0.18	1.25%	LANDSCAPE, OPEN SPACE, UTILITIES		
C	64.74		UPLAND BUFFER, WETLAND PRESERVATION, AND OPEN SPACE	1.73	50' VIEW CORRIDOR FROM SEGMENT OF TRACT A TRAIL ADJACENT TO TRACT C
D	0.69	4.79%	LANDSCAPE, OPEN SPACE		
E	0.89	6.18%	LANDSCAPE, OPEN SPACE		
Z	1.12	7.78%	PRIVATE RIGHT-OF-WAY		
N/A	4.88	33.91%	RESIDENTIAL DEVELOPMENT (30 LOTS)		
	79.13		TOTAL SITE AREA		
	14.39	**100.00%**	**TOTAL PUD BOUNDARY**		
	5.60	38.92%	TOTAL PROVIDED OPEN SPACE	5.60	
	2.88	20.00%	TOTAL REQUIRED OPEN SPACE (20% OF 14.39 ACRES)	2.88	

NOTE: PUD BOUNDARY INCLUDES 64.74 ACRES OF PRESERVED WETLANDS AND UPLANDS, NOT INCLUDED IN REQUIRED OPEN SPACE OR OPEN SPACE CALCULATIONS

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.



N **LOCATION MAP**
NTS

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AL	ARC LENGTH
CB	CHORD BEARING
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ID#	IDENTIFICATION NUMBER
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N	NORTH / NORTHING
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
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PT	POINT OF TANGENCY
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
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

DATE: 04/07/2023
DESIGN/DRAWN: SMG/RMB
DRAWING#114530101_300_001-002
PROJECT# 11453.01.01

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 3
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 TWO

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the public and the City of Cocoa, Florida, all easements shown hereon or described in the notes as public easements. The owner further dedicates a perpetual public easement over and across the private right-of-way of Tract Z for the installation and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services. The private right-of-way and drainage facilities within the subdivision are not dedicated to, nor the responsibility of, the City of Cocoa, Florida.

By:_____
Brian W. Davidson, 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 Brian W. Davidson, 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 ___/___/____ he completed the 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 County Ordinance 62-2841 (c)(d) as amended, and that said lands are located in 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 CITY 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.

_____
Andrew Perry
Reg. Florida Surveyor & Mapper #6124
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.

_____
Michael C. Blake, 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 _____;

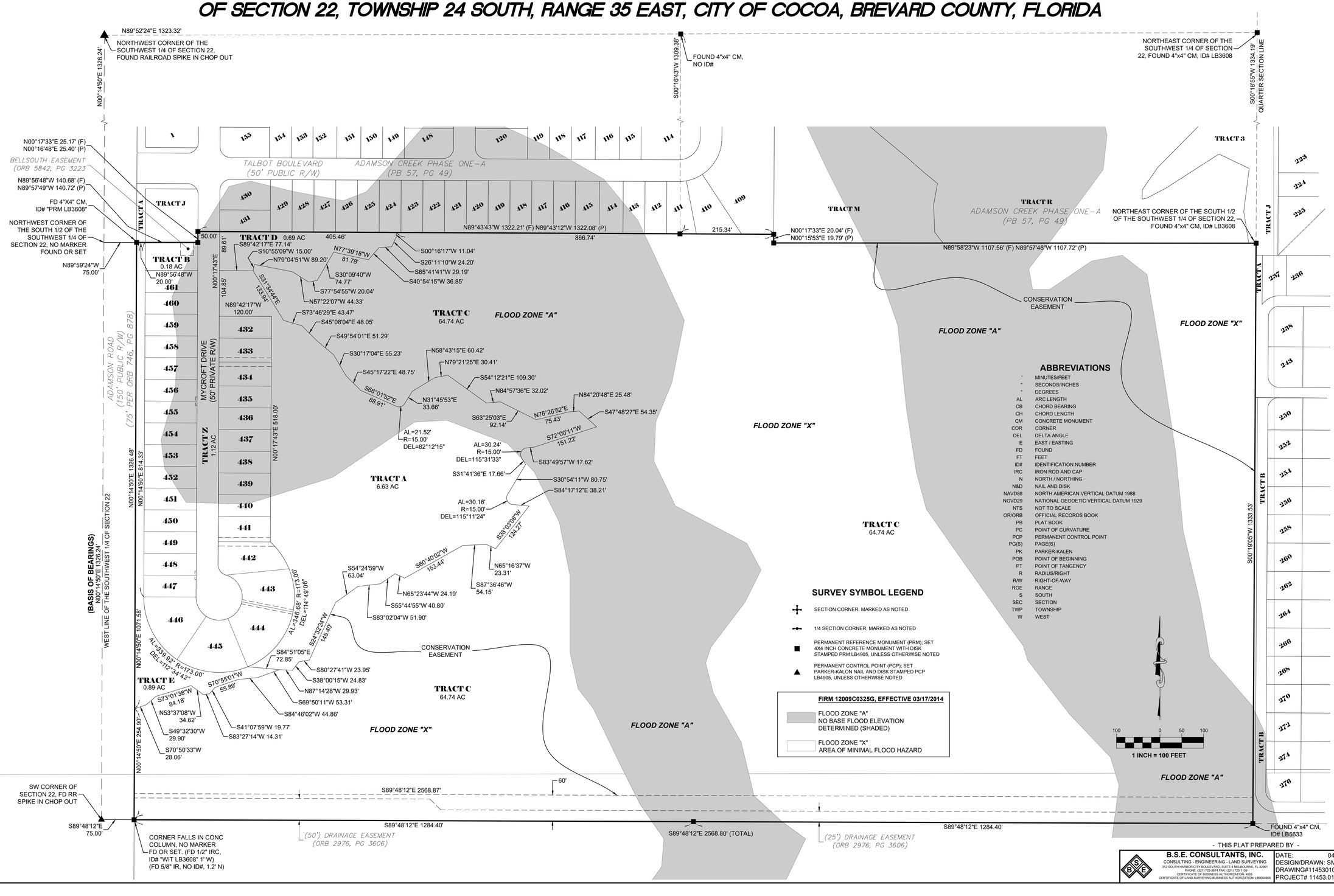
File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT BOOK _____, PAGE _____
SHEET 2 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



ABBREVIATIONS

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TWP	TOWNSHIP
W	WEST

SURVEY SYMBOL LEGEND

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FIRM 12009C0325G, EFFECTIVE 03/17/2014

- FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED)
- FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
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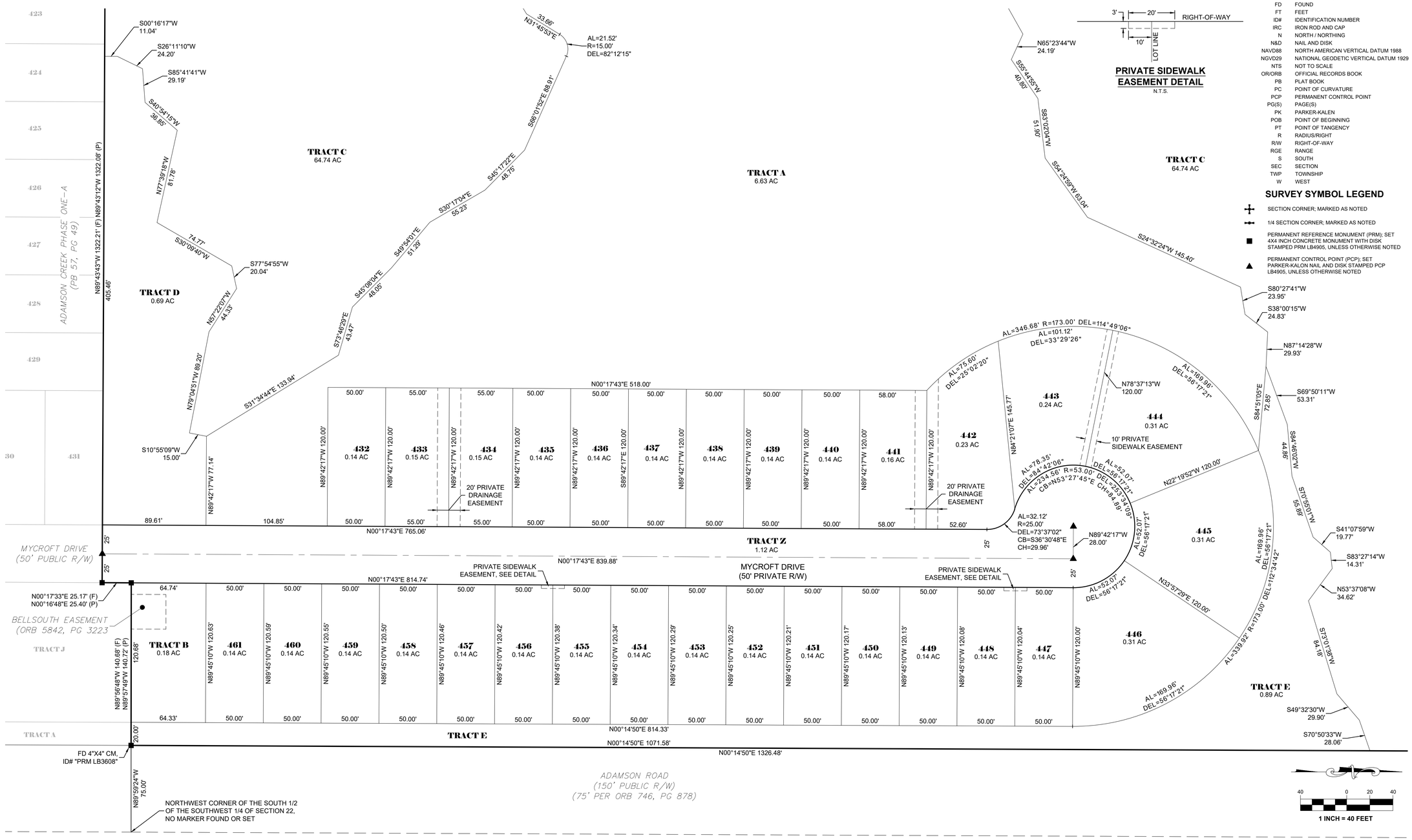
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DRAWING#114530101_300_001-002
PROJECT# 11453.01.01

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ADAMSON CREEK PHASE TWO

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PLAT BOOK _____, PAGE _____
SHEET 3 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST



ABBREVIATIONS

'	MINUTES/FEET
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°	DEGREES
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SURVEY SYMBOL LEGEND

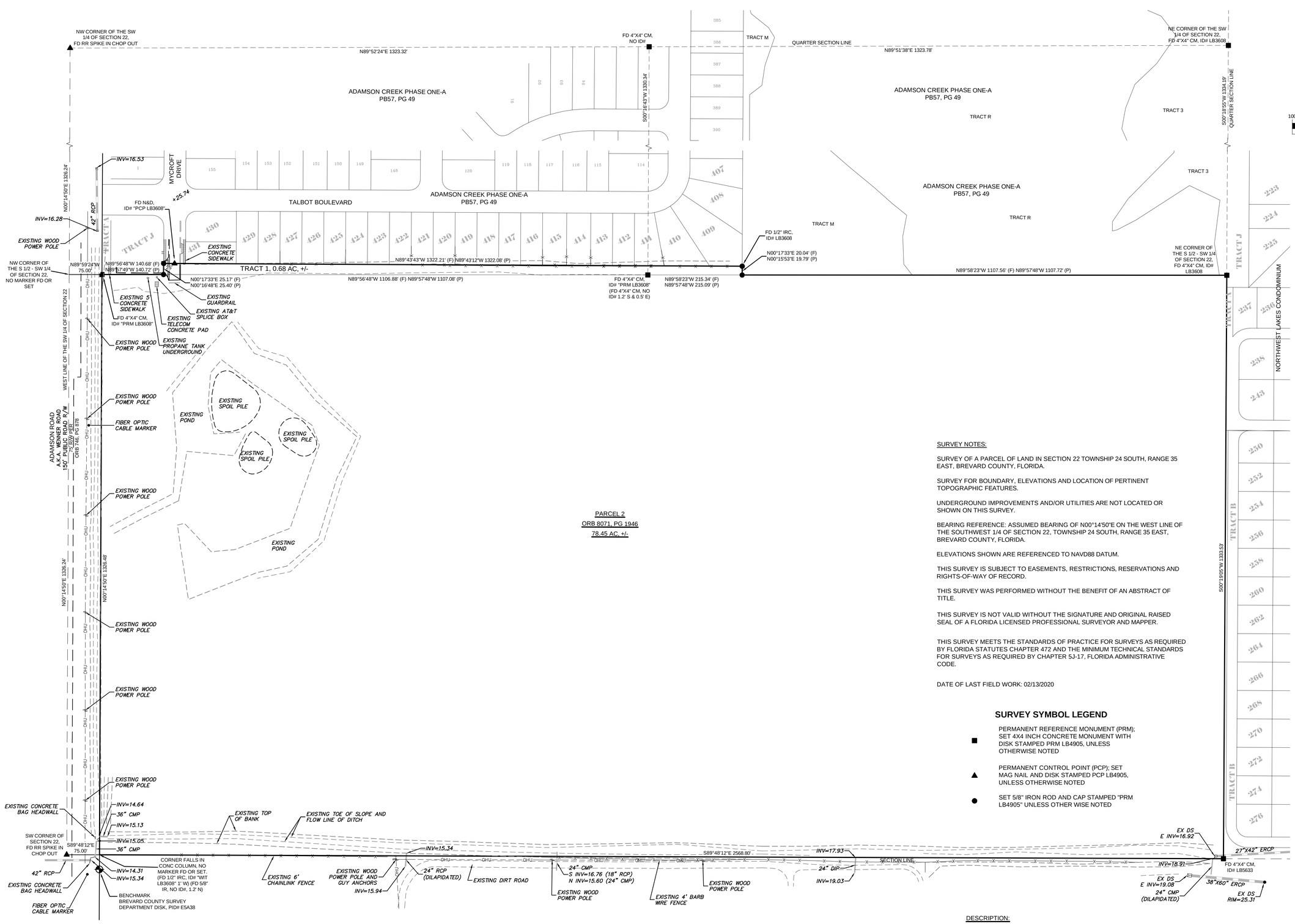
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PROJECT# 11453.01.01

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SURVEY NOTES:

SURVEY OF A PARCEL OF LAND IN SECTION 22 TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATION OF PERTINENT TOPOGRAPHIC FEATURES.

UNDERGROUND IMPROVEMENTS AND/OR UTILITIES ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N00°14'50"E ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM.

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.

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: 02/13/2020

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

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CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
CL	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
ELE/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
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IRC	IRON ROD AND CAP
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LWP	LIGHTER WOOD POST
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N&D	NAIL AND DISK
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OR/ORB	OFFICIAL RECORDS BOOK
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FIELD BOOK: ---
PAGE(S): ---

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DATE:	05/20/20
DESIGN/DRAWN:	LEH/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

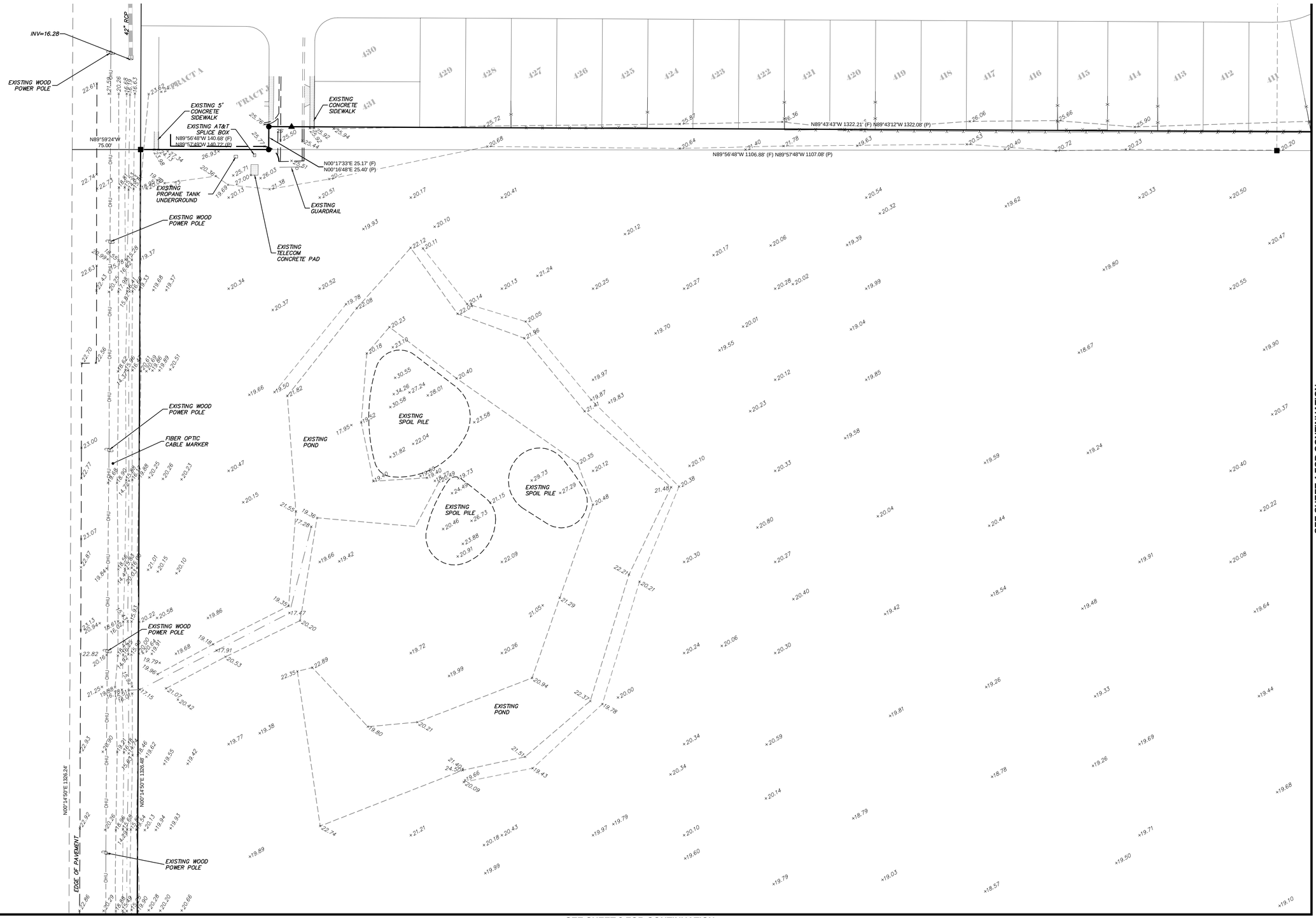
BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
11453.01

DRAWING NO.
1145301_100_001

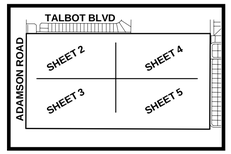
SHEET
1 of 5

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SEE SHEET 3 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



KEY MAP
N.T.S.

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

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PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

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11453.01

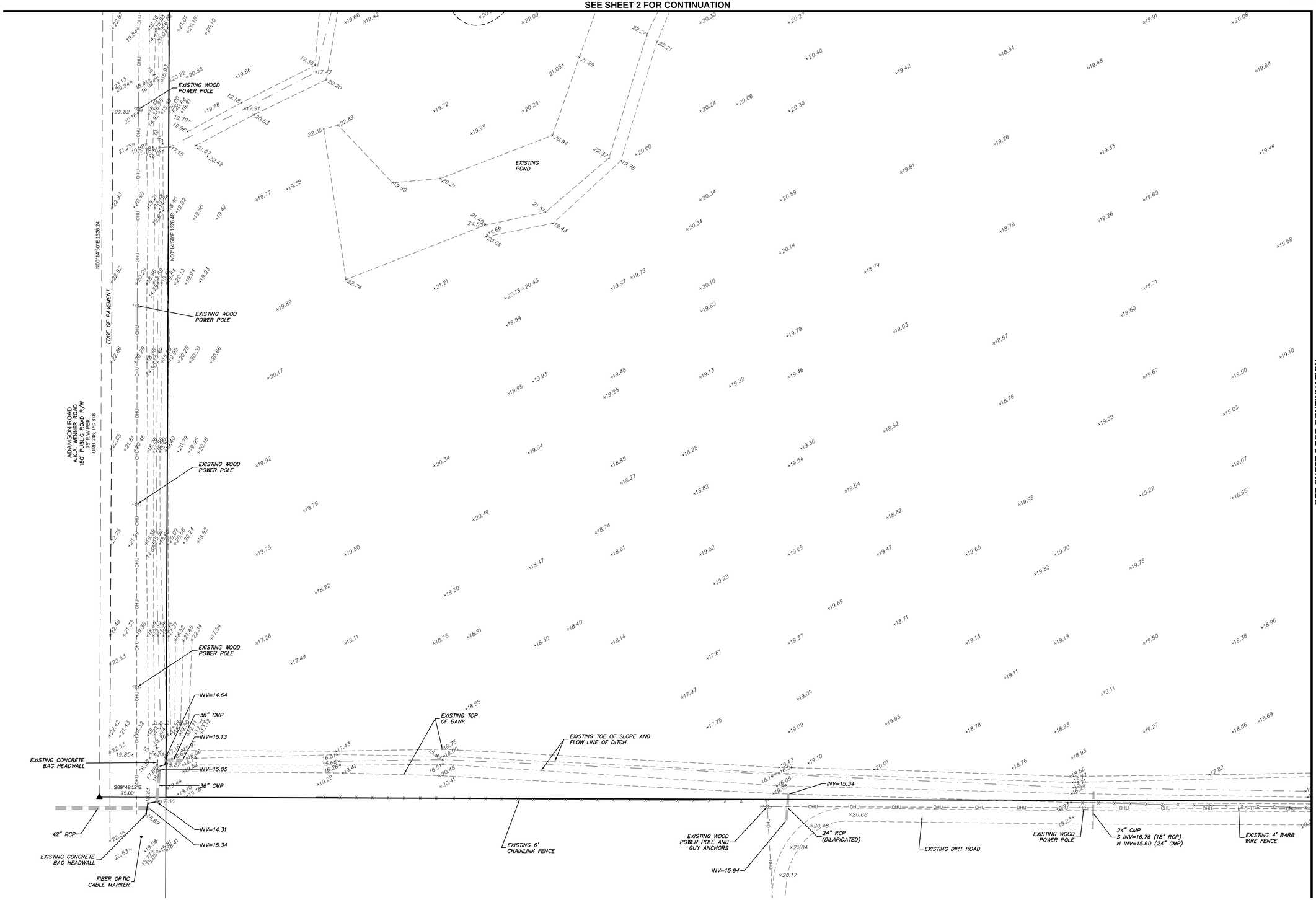
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2 of 5

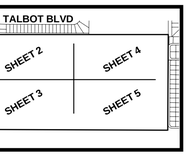
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SEE SHEET 2 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION



KEY MAP
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LAND SURVEYING

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ADAMSON CREEK PHASE 2

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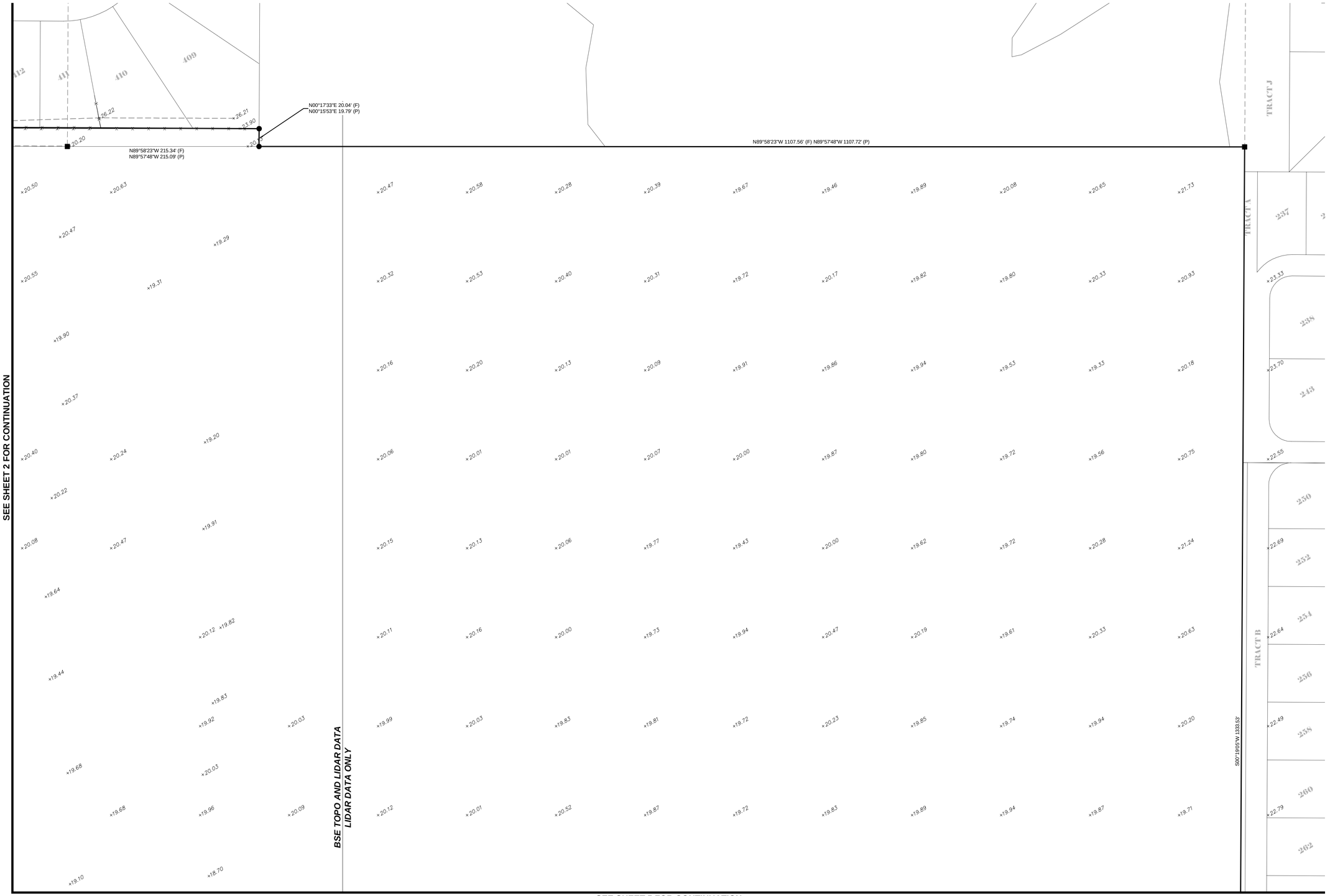
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SHEET
4 of 5

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SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

BSE TOPO AND LIDAR DATA
LIDAR DATA ONLY

TRACT B

S00°19'05"W 1283.53'

S89°48'12"E 2568.80'

252 254 256 258 260 262 264 266 268 270 272 274 276

EXISTING 4' BARB WIRE FENCE

EXISTING WOOD POWER POLE

INV=17.93

24" DIP

INV=19.03

EX DS
E INV=16.92

INV=18.91

27"X42" ERCP

EX DS
E INV=19.08

24" CMP
(DILAPIDATED)

38"X60" ERCP

EX DS
RIM=25.31

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(IN FEET)

KEY MAP
N.T.S.

TALBOT BLVD
ADAMSON ROAD
SHEET 2
SHEET 4
SHEET 3
SHEET 5

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PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
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SHEET
5 of 5

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ADAMSON CREEK PH 2

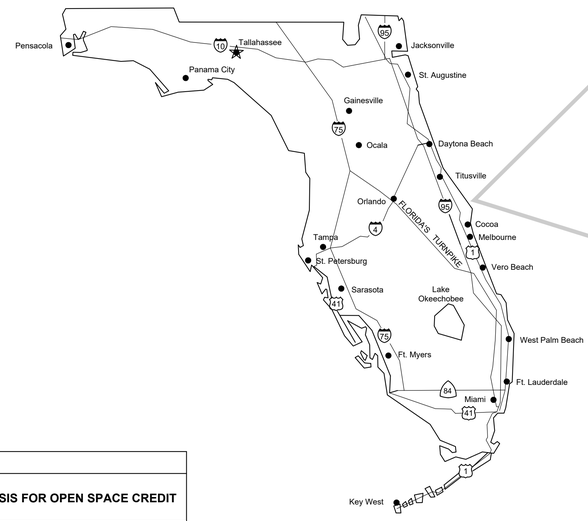
FINAL PLANNED UNIT DEVELOPMENT, PRELIMINARY SUBDIVISION, AND LARGE SCALE SITE PLAN

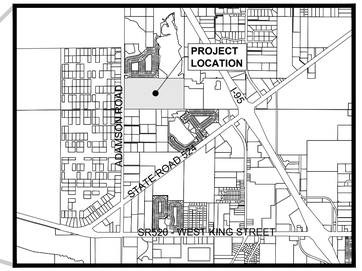
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

NOTES:
1. LIGHTING SHALL BE DESIGNED, INSTALLED, AND MAINTAINED AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHT-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE GEOTECHNICAL ENGINEER'S REPORT FOR THIS PROJECT FROM UNIVERSAL ENGINEERING SCIENCES, INC. AND MEET THE GEOTECHNICAL ENGINEER'S REQUIREMENTS FOR SOIL PREPARATION ON THE SITE.

SHEET INDEX		
SHEET #	**DRAWING #**	**SHEET TITLE**
1	114530101_402_001	COVER SHEET
2	114530101_402_002	SYMBOLS AND ABBREVIATIONS
3	114530101_402_003	EXISTING CONDITIONS PLAN (OVERALL)
4	114530101_402_004	EXISTING CONDITIONS PLAN
5	114530101_402_005	EXISTING CONDITIONS PLAN
6	114530101_402_006	EXISTING CONDITIONS PLAN
7	114530101_402_007	EXISTING CONDITIONS PLAN
8	114530101_402_008	SITE PLAN (OVERALL)
9	114530101_402_009	PAVING, GRADING, AND DRAINAGE PLAN
10	114530101_402_010	UTILITY PLAN
11	114530101_402_011	DETAILS
12	114530101_402_012	DETAILS
13	114530101_402_013	DETAILS
14	114530101_402_014	BREVARD COUNTY SEWER DETAILS
15	114530101_402_015	CITY OF COCOA DETAILS
16	114530101_402_016	CITY OF COCOA DETAILS
17	114530101_402_017	CITY OF COCOA TECHNICAL PROVISIONS
18	114530101_402_018	CITY OF COCOA TECHNICAL PROVISIONS
19	114530101_402_019	CITY OF COCOA TECHNICAL PROVISIONS
20	114530101_402_020	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
PLAT		
(3 pages)	114530101_402_001-003	PLAT
SURVEY		
(5 pages)	1145301_100_001	BOUNDARY AND TOPOGRAPHIC SURVEY





ZONING			
EXISTING ZONING	= RR-1 (RURAL RESIDENTIAL)		
FUTURE LAND USE	= CONS (CONSERVATION)		
PROJECT SITE	= ±79.13 ACRES		
NUMBER OF UNITS	= 30 SINGLE-FAMILY LOTS PROPOSED		
DENSITY	= 1 DU / 2.6 ACRES		
SINGLE-FAMILY LOT DIMENSIONS (REFER TO PLAT FOR ADDITIONAL INFORMATION)			
TYPICAL LOT = 50' x120' = 6,000 SQ FT = 0.13 ACRES			
SETBACKS:			
FRONT	= 25'		
REAR	= 25'		
SIDE	= 5'		
BUILDING PAD ENVELOPE = 40' x70' = 2,800 SQ FT = 0.06 ACRES			
HOME BUILDINGS SHALL CONSIST OF SINGLE-STORY AND TWO-STORY CONSTRUCTION			
IMPERVIOUS AREA			
PAVEMENT AND CURB	= 27,400 SQ FT	0.62 ACRES	0.78%
SIDEWALK	= 17,330 SQ FT	0.39 ACRES	0.49%
BOARDWALK	= 1,330 SQ FT	0.03 ACRES	0.03%
TOTAL	= 46,060 SQ FT	1.04 ACRES	1.30%

TRACT DATA TABLE / OPEN SPACE CALCULATION					
TRACT ID	**AREA (±ACRES)**	**AREA (±PERCENT)**	**TRACT USE**	**USEABLE COMMON OPEN SPACE CREDIT (±ACRES)**	**BASIS FOR OPEN SPACE CREDIT**
A	6.63	46.07%	STORMWATER MANAGEMENT, LANDSCAPE, OPEN SPACE, AND RECREATIONAL AMENITIES	1.44	LAKE = 50% OF 2.88 AC TOTAL REQUIRED OPEN SPACE
				2.43	TRACT A ACCESSIBLE UPLAND AREA
B	0.18	1.25%	LANDSCAPE, OPEN SPACE, UTILITIES		
C	64.74		UPLAND BUFFER, WETLAND PRESERVATION, AND OPEN SPACE	1.73	50' VIEW CORRIDOR FROM SEGMENT OF TRACT A TRAIL ADJACENT TO TRACT C
D	0.69	4.79%	LANDSCAPE, OPEN SPACE		
E	0.89	6.18%	LANDSCAPE, OPEN SPACE		
Z	1.12	7.78%	PRIVATE RIGHT-OF-WAY		
N/A	4.88	33.91%	RESIDENTIAL DEVELOPMENT (30 LOTS)		
	79.13		TOTAL SITE AREA		
	14.39	**100.00%**	**TOTAL PUD BOUNDARY**		
	5.60	38.92%	TOTAL PROVIDED OPEN SPACE	5.60	
	2.88	20.00%	TOTAL REQUIRED OPEN SPACE (20% OF 14.39 ACRES)	2.88	
NOTE: PUD BOUNDARY INCLUDES 64.74 ACRES OF PRESERVED WETLANDS AND UPLANDS, NOT INCLUDED IN REQUIRED OPEN SPACE OR OPEN SPACE CALCULATIONS					

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

OWNER
D.R. HORTON
1430 CULVER DRIVE NE
PALM BAY, FL 32907
(321) 953-3135

ENGINEER
B.S.E. CONSULTANTS, INC.
312 SOUTH HARBOR CITY BOULEVARD
SUITE 4
MELBOURNE, FLORIDA 32901
(321) 725-3674

D.R. HORTON
1430 CULVER DRIVE NE
PALM BAY, FL 32907
(321) 953-3135

- PREPARED BY -

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

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

B.S.E. CONSULTANTS, INC.
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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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
3	
4 CITY COMMENTS	02/23/23
3 CITY COMMENTS	08/03/22
2 CITY COMMENTS	01/20/21
1 COUNTY/SJRWMD COMMENTS	01/14/21
SJRWMD COMMENTS	11/04/20
1 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_001

SHEET
1 of 20

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
- 10 — 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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04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

6	
5	
4	
3	
2	
1 CITY COMMENTS	01/20/21
1 COUNTY/SJRWMD COMMENTS	01/14/21
1 SJRWMD COMMENTS	11/04/20
1 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

SYMBOLS AND ABBREVIATIONS

PROJECT NO.

11453.01.01

DRAWING NO.

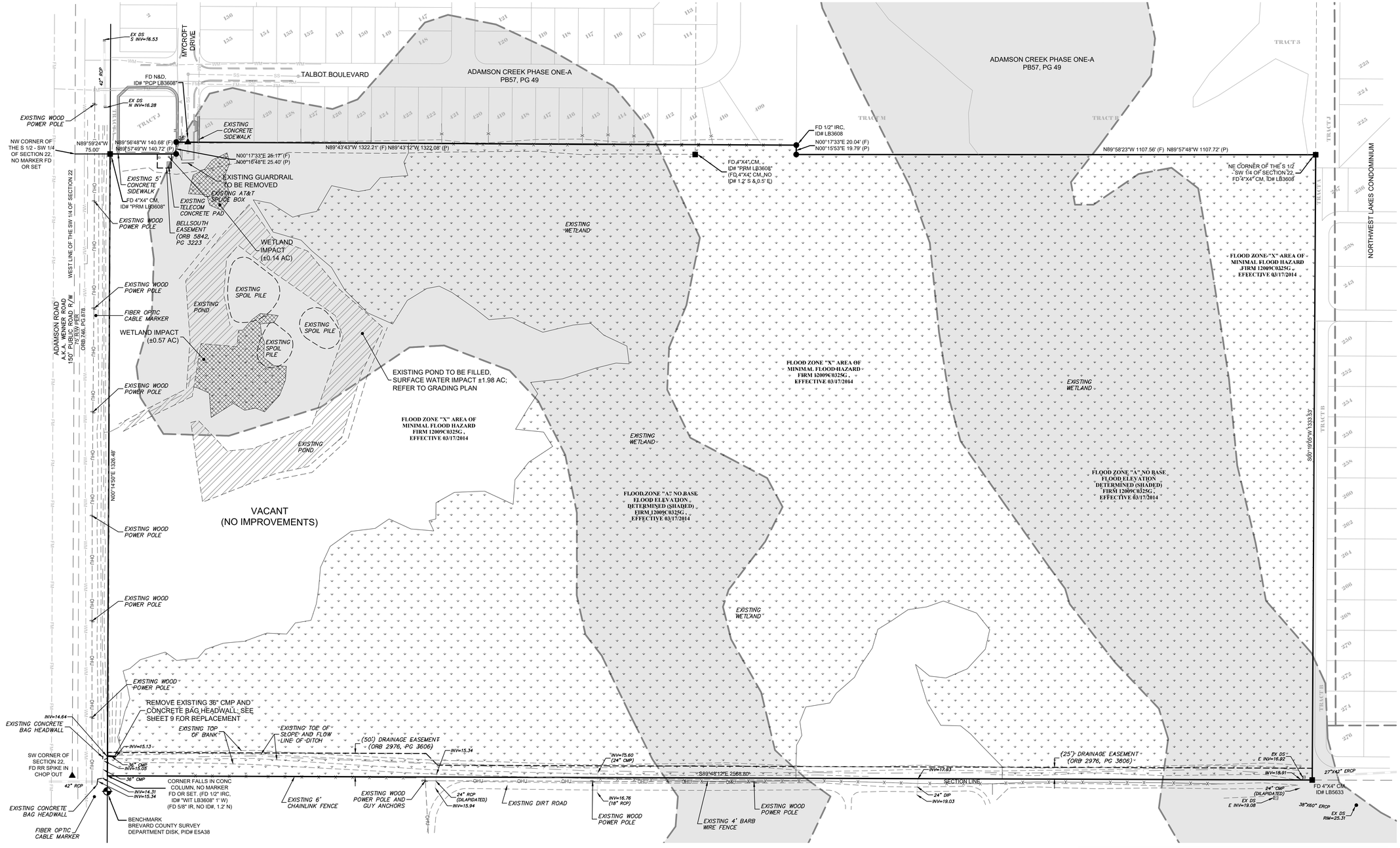
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SHEET

2 of 20

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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TOTAL SURFACE WATERS ON-SITE	**2.26 ACRES**
SURFACE WATER IMPACTS THAT REQUIRE NO MITIGATION	1.98 ACRES
TOTAL WETLANDS ON-SITE	**61.08 ACRES**
ADDITIONAL WETLANDS WITHIN DRAINAGE EASEMENT (NO IMPACTS) (INCLUDED IN ON-SITE TOTAL)	2.94 ACRES
WETLAND IMPACTS THAT REQUIRE MITIGATION	0.57 ACRES
WETLAND IMPACTS THAT REQUIRE NO MITIGATION	0.14 ACRES
MITIGATION	10.50 ACRES
WETLAND PRESERVATION	57.43 ACRES
UPLAND PRESERVATION	
PROPOSED CREDITS	
MITIGATION BANK CREDITS (COLBERT CAMERON, 18, GENERAL WETLANDS)	N/A
RECOMMENDATION: APPROVAL	
CONDITIONS FOR APPLICATION NUMBER 4-009-100215-2:	
ERP GENERAL CONDITIONS BY RULE (OCTOBER 03, 1995): 1 THRU 19	
ERP/MSSW/STORMWATER SPECIAL CONDITIONS (NOVEMBER 09, 1995): 2, 3	

B.S.E. CONSULTANTS, INC.
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04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

100 0 50 100
(IN FEET)
VERTICAL DATUM: NAVD88

1	
2	
3	
4 CITY COMMENTS	02/23/23
5 CITY COMMENTS	08/03/22
6 CITY COMMENTS	01/20/21
7 COUNTY/SJRWMD COMMENTS	01/14/21
8 SJRWMD COMMENTS	11/04/20
9 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN (OVERALL)

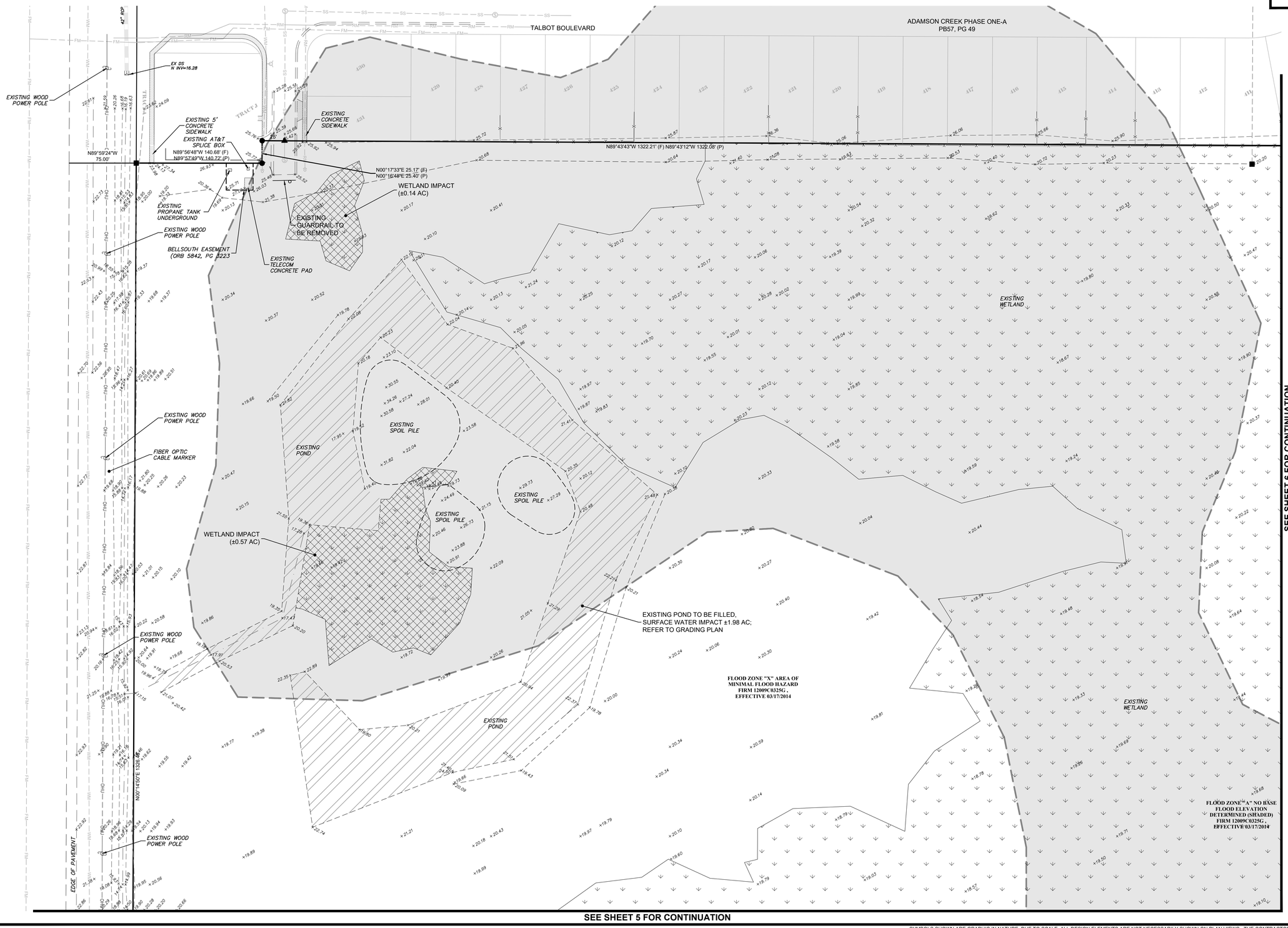
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11453.01.01

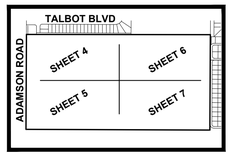
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SHEET
3 of 20

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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.





KEY MAP
N.T.S.

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STATE OF FLORIDA, No. 41951

EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

6	
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4	
3	CITY COMMENTS 02/23/23
2	CITY COMMENTS 08/03/22
1	CITY COMMENTS 01/20/21
6	COUNTY/SJRWMD COMMENTS 01/14/21
5	SJRWMD COMMENTS 11/04/20
4	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
EXISTING CONDITIONS PLAN

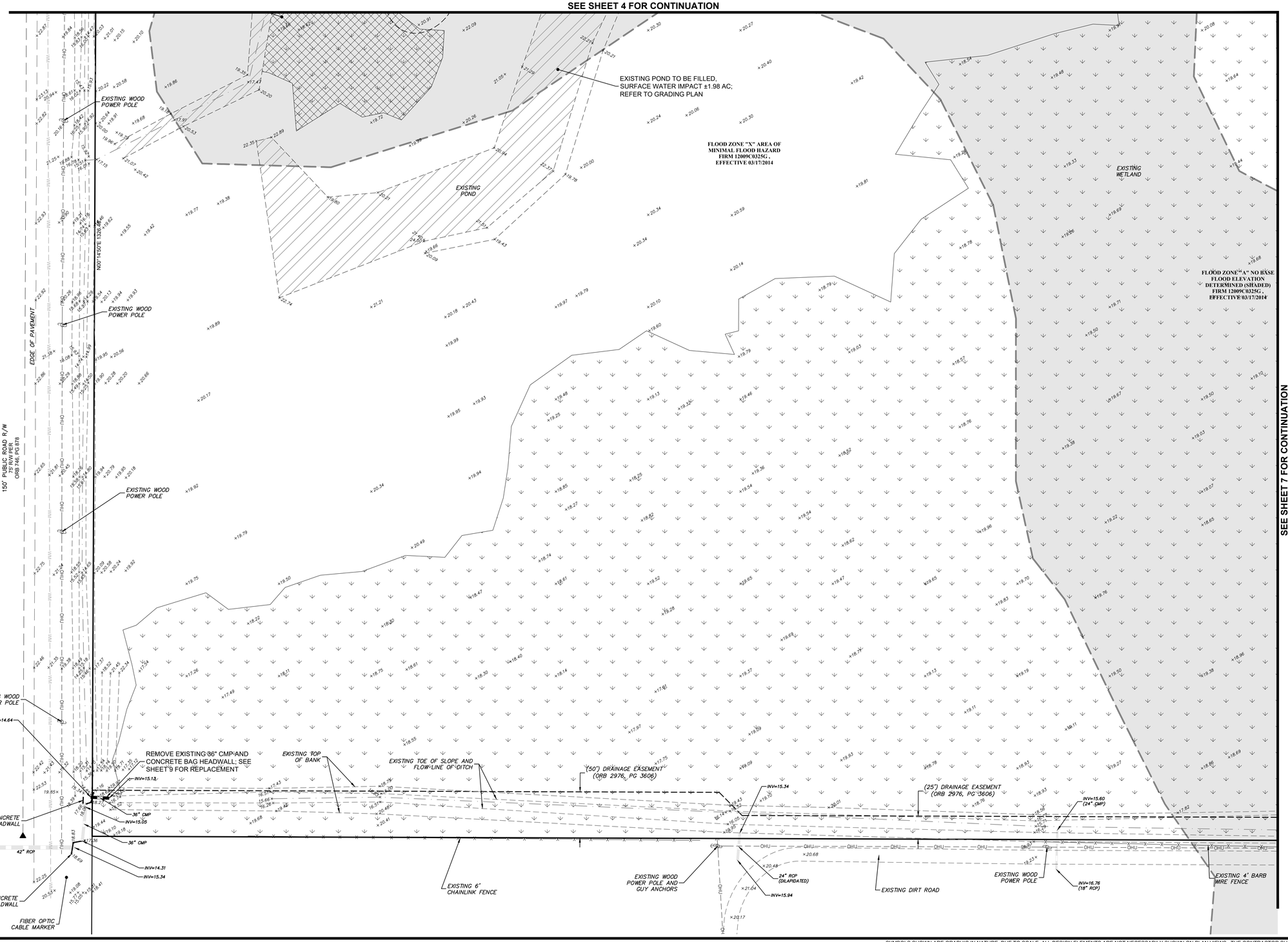
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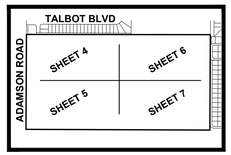
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SHEET
4 of 20

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04-12-2023

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EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

7	
6	
5	
4	CITY COMMENTS 02/23/23
3	CITY COMMENTS 08/03/22
2	CITY COMMENTS 01/20/21
1	COUNTY/SJRWMD COMMENTS 01/14/21
0	SJRWMD COMMENTS 11/04/20
	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
EXISTING CONDITIONS PLAN

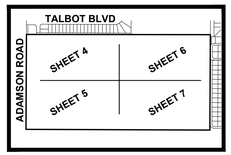
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DRAWING NO.
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SHEET
5 of 20

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KEY MAP
N.T.S.

ADAMSON CREEK PHASE ONE-A
PB57, PG 49

N00°17'33"E 20.04' (F)
N00°15'53"E 19.79' (P)

N89°58'23"W 1107.56' (F) N89°57'48"W 1107.72' (P)

S00°16'05"W 1333.55'

TRACT M

TRACT R

TRACT J

TRACT A

TRACT B

FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD FIRM 12009C0325G , EFFECTIVE 03/17/2014

FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G , EFFECTIVE 03/17/2014

EXISTING WETLAND

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

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- EXISTING WETLAND
- WETLAND IMPACT
- FLOOD ZONE "A"
- FLOOD ZONE "X"
- SURFACE WATER IMPACT

50 0 25 50
(IN FEET)
VERTICAL DATUM: NAVD88

6	
5	
4	
3 CITY COMMENTS	02/23/23
2 CITY COMMENTS	08/03/22
1 CITY COMMENTS	01/20/21
COUNTY/SJRWMD COMMENTS	01/14/21
SJRWMD COMMENTS	11/04/20
CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_006

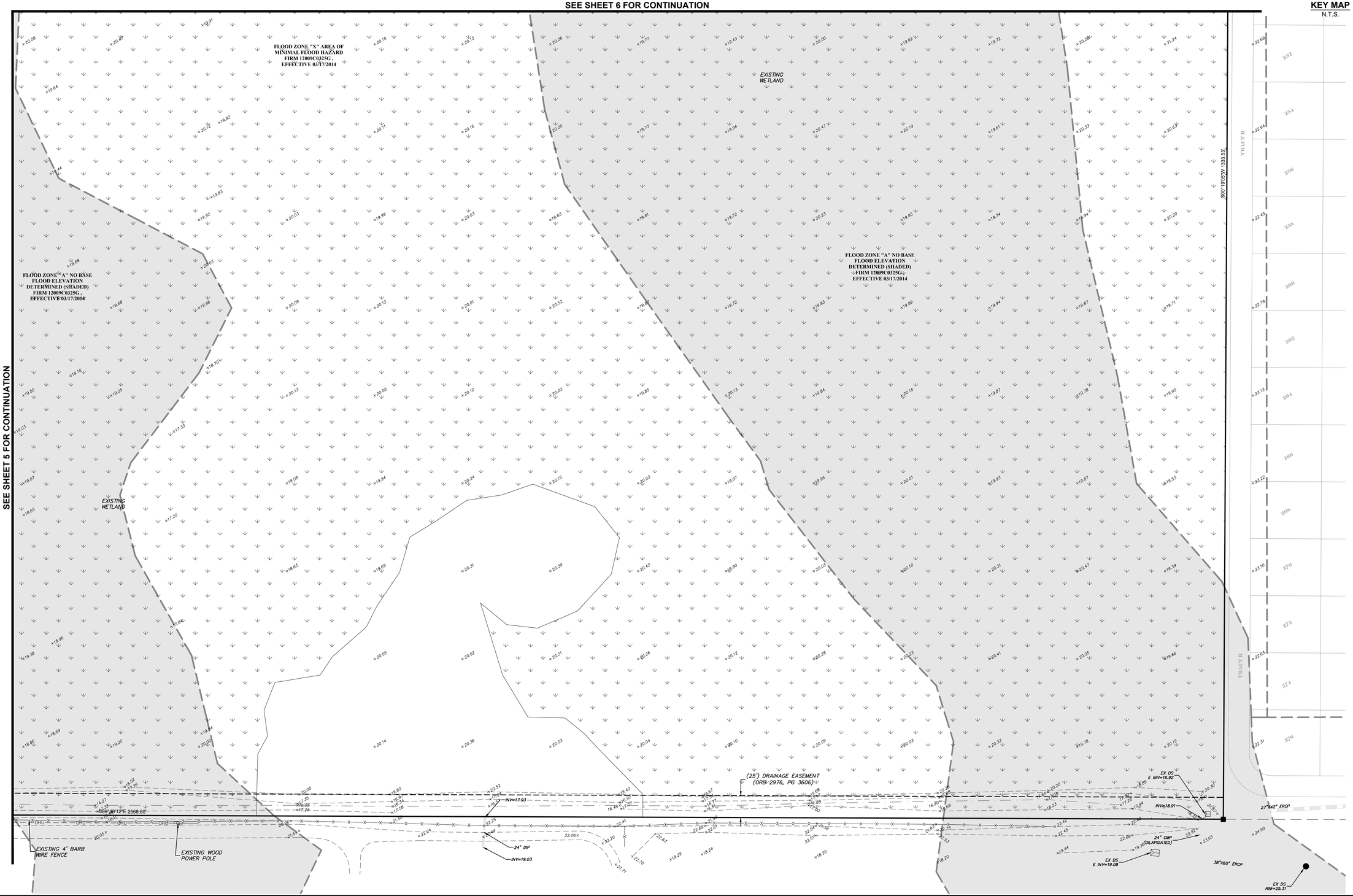
SHEET
6 of 20

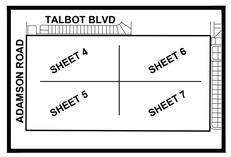
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SEE SHEET 6 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION





KEY MAP
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SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

EXISTING WETLAND
WETLAND IMPACT
FLOOD ZONE "A"
FLOOD ZONE "X"
SURFACE WATER IMPACT

50 0 25 50
(IN FEET)

VERTICAL DATUM: NAVD88

1	
2	
3	
4 CITY COMMENTS	02/23/23
5 CITY COMMENTS	08/03/22
6 CITY COMMENTS	01/20/21
7 COUNTY/SJRWMD COMMENTS	01/14/21
8 SJRWMD COMMENTS	11/04/20
9 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

EXISTING CONDITIONS PLAN

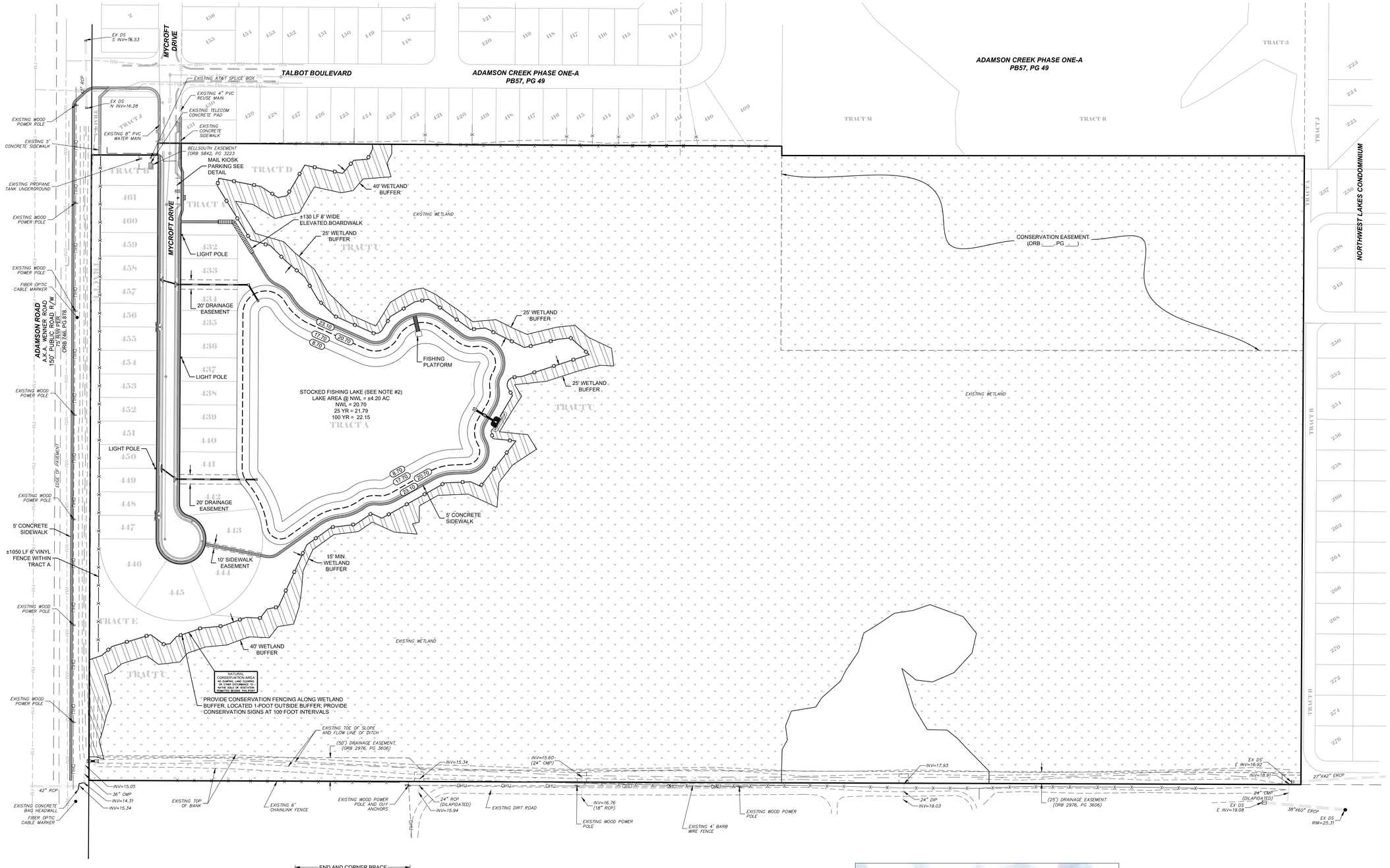
PROJECT NO.
11453.01.01

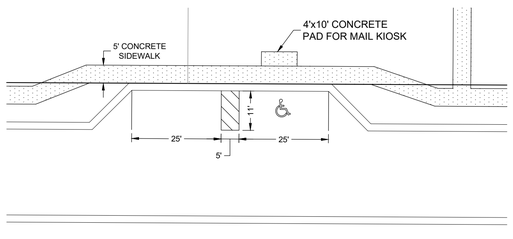
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114530101_402_007

SHEET
7 of 20

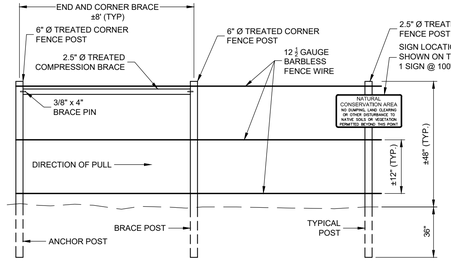
SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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MAIL KIOSK PARKING DETAIL
NTS



CONSERVATION FENCE AND SIGN DETAIL
NTS

NATURAL
CONSERVATION AREA
NO DUMPING, LAND CLEARING
OR OTHER DISTURBANCE TO
NATIVE SOILS OR VEGETATION
PERMITTED BEYOND THIS POINT

1'-0"
2'-0"

NOTES:
1. SIGN COLORS ARE BLACK LETTERS ON WHITE SIGN.
2. SPLIT RAIL WOOD FENCE MAY BE USED AS ALTERNATE.
3. BRACING SHALL BE INSTALLED AT ANY CHANGE OF DIRECTION AND AT THE END OF THE FENCE.



TYPICAL 6' VINYL FENCE - TRACT A

NOTES:
1. STREET LIGHTING SHALL BE STANDARD FP&L LIGHT POLES AND FIXTURES (3000K LED).
2. POND SHALL BE STOCKED WITH NATIVE FISH SPECIES IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S GUIDELINES FOR DESIGNING AND MANAGING FLORIDA PONDS FOR RECREATION PER SECTION 17(G)(2).

AMENITIES
- TRACT A
- 5' SIDEWALK
- ELEVATED BOARDWALK
- FISHING PLATFORM
- STOCKED FISHING LAKE

TRACT Z
- 5' SIDEWALK

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

100 0 50 100
(IN FEET)

1	
2	
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DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
SITE PLAN (OVERALL)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_008

SHEET
8 of 20

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ADAMSON CREEK PHASE ONE-A
PB57, PG 49

SPREADER SWALE AT OUTFALL; PROVIDE SAND CEMENT RIPRAP WITH GEOTEXTILE FABRIC; TEMPORARY WETLAND BUFFER IMPACT (±500 SQ FT; 10'x50')

DS10 FES
NW INV=19.00

25' WETLAND BUFFER

28 LF 36" RCP

30 LF 36" RCP

DS8 MES
SE INV=15.20

DS9
MODIFIED TYPE D CONTROL STRUCTURE
RIM=23.10
SE INV=17.00
NW INV=17.00

FISHING PLATFORM; SEE SHEET 11 FOR DETAILS

STOCKED FISHING LAKE
NWL = 20.70
25 YR = 21.79
100 YR = 22.15

15' WETLAND BUFFER

TRACT C

TRACT A

40' WETLAND BUFFER

TRACT D

BOARDWALK DECK
ELEV=27.0
(SEE SHEET 11 FOR DETAILS)

MAIL KIOSK NOTE
AT BOTH SIDES OF MAIL KIOSK PARKING AREA, TRANSITION FROM TYPICAL MIAMI CURB TO A 2' WIDE FLUSH RIBBON CURB SPANNING ENTIRE LENGTH OF PARKING

DS4 MES
NW INV=16.00

DS3
TYPE D
RIM=23.50
SE INV=17.00
W INV=17.00

41 LF 24" RCP

DS7 MES
W INV=16.00

20' DRAINAGE EASEMENT

110 LF 8' WIDE ELEVATED BOARDWALK

MATCH EXISTING SIDEWALK

MATCH EXISTING PAVEMENT AND CURB AND GUTTER ELEVATIONS

5' CONCRETE SIDEWALK

SEE MAIL KIOSK NOTE

TALBOT BOULEVARD

MYCROFT DRIVE

EXISTING CONCRETE SIDEWALK

EXISTING 4" PVC REUSE MAIN

LIGHT POLE

PVI
14+40
EL=23.50

DS2
TYPE 4
RIM=23.64
E INV=19.50
W INV=20.00

151 LF 24" RCP

36 LF 18" RCP

DS1
TYPE 4
RIM=23.64
E INV=20.25

BVP
11+83
EL=25.50

PVI
16+50
EL=24.50

38 LF 18" RCP

DS6
TYPE 4
RIM=23.64
NW INV=20.00
E INV=19.50

171 LF 24" RCP

5' CONCRETE SIDEWALK

SIDEWALK EASEMENT, SEE SHEET 11 FOR DETAIL

LIGHT POLE

PVI
18+46
EL=23.50

DS5
TYPE 6
RIM=23.64
SE INV=20.25

SIDEWALK EASEMENT, SEE SHEET 11 FOR DETAIL

10' SIDEWALK EASEMENT

20' DRAINAGE EASEMENT

PVI
20+12.88
EL=24.25

EVP
20+52.88
EL=24.45

(50') DRAINAGE EASEMENT (ORB 2976, PG 3606)

TRACT C

TRACT E

PROVIDE ADA COMPLIANT RAMP WITH TRUNCATED DOMES; REMOVE/REPLACE EXISTING CURB AS NECESSARY

EXISTING AT&T SPLICE BOX

EXISTING TELECOM CONCRETE PAD

EXISTING PROPANE TANK UNDERGROUND

BELLSOUTH EASEMENT, ORB 5842, PG 3223

EXISTING 5' CONCRETE SIDEWALK

MATCH EXISTING SIDEWALK

EX DS
N INV=16.28

EX DS
S INV=16.53

42" RCP

EXISTING WOOD POWER POLE

FIBER OPTIC CABLE MARKER

EXISTING WOOD POWER POLE

EXISTING WOOD POWER POLE

EDGE OF PAVEMENT

EXISTING WOOD POWER POLE

EXISTING WOOD POWER POLE

EXISTING WOOD POWER POLE

ADAMSON ROAD A.K.A. WENNER ROAD
150' PUBLIC ROAD R/W 75' R/W PER ORB 746, PG 878

PROVIDE CONSERVATION FENCING ALONG WETLAND BUFFER, LOCATED 1-FOOT OUTSIDE BUFFER; PROVIDE CONSERVATION SIGNS AT 100 FOOT INTERVALS; SEE SHEET 8 FOR DETAIL

5' CONCRETE SIDEWALK

±1515 LF OF 5' WIDE CONCRETE SIDEWALK

MATCH EXISTING ELEVATIONS AT PROPERTY LINE (3:1 MAX)

±1050 LF 6' VINYL FENCE WITHIN TRACT A

EXISTING TOE OF SLOPE AND FLOW LINE OF DITCH

EXISTING 6' CHAINLINK FENCE

EXISTING TOP OF BANK

DS11 MES
W INV=15.15

24 LF 36" RCP

INV=15.05

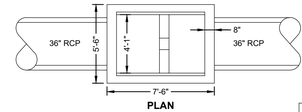
36" CMP

DS12 MES
E INV=14.65

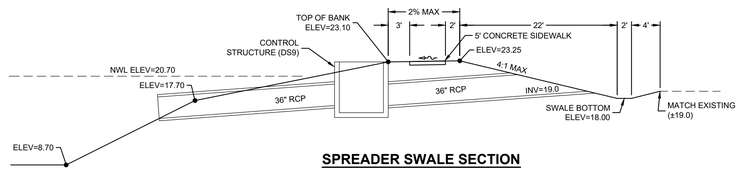
42" RCP

EXISTING CONCRETE BAG HEADWALL

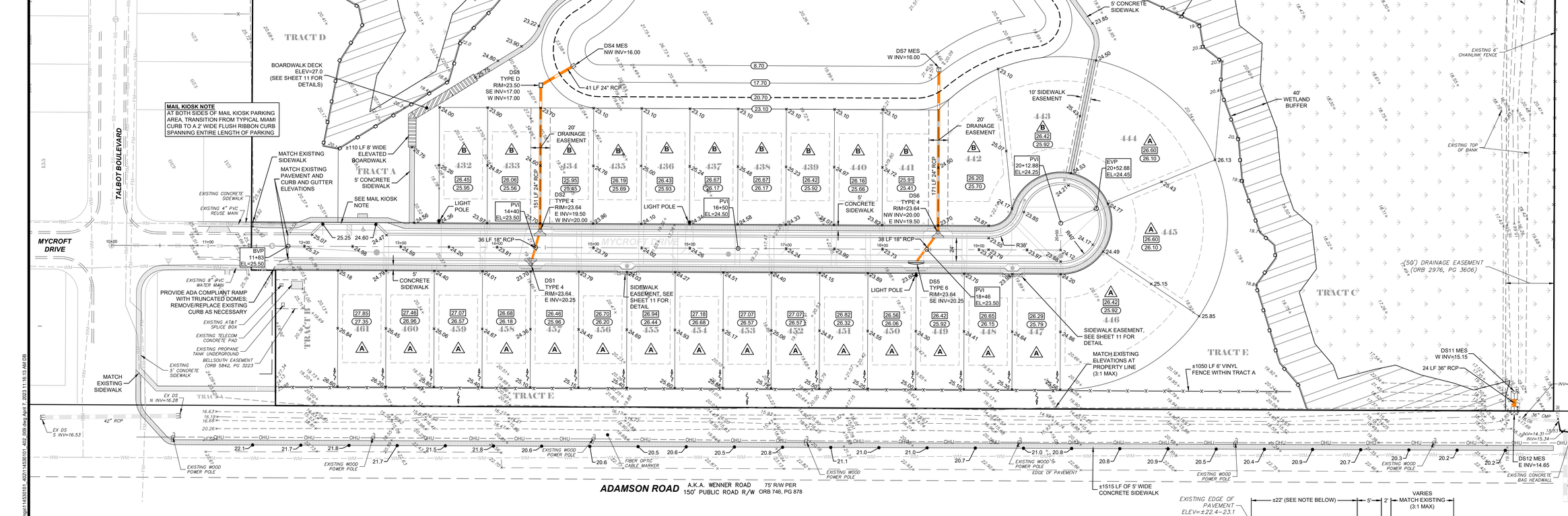
NOTES:
1. FOR RCP, THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS SHALL INCLUDE PIPE END TIE BARS; SEE SHEET 11 FOR DETAILS
2. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE (RCP).



CONTROL STRUCTURE (DS9) DETAIL
MODIFIED TYPE "D" STRUCTURE
N.T.S.



SPREADER SWALE SECTION
N.T.S.



NOTE: AT NORTHBOUND ADAMSON ROAD RIGHT-TURN LANE APPROACH TO TALBOT BOULEVARD, SIDEWALK SHALL BE ±6' EAST OF EDGE OF PAVEMENT

ADAMSON ROAD SIDEWALK ADDITION
N.T.S.

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STATE OF FLORIDA, No. 41951

LEGEND

- 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
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- 30.39 — FINISHED FLOOR ELEVATION (FFE)
- 29.72 — DIRT PAD ELEVATION
- ×28.45 — EXISTING GROUND SPOT ELEVATION
- ×28.45 — DESIGN SPOT ELEVATION

1	
2	
3	
3	CITY COMMENTS 02/23/23
2	CITY COMMENTS 08/03/22
1	CITY COMMENTS 01/20/21
2	COUNTY/SJRWMD COMMENTS 01/14/21
1	SJRWMD COMMENTS 11/04/20
1	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
PAVING, GRADING, AND DRAINAGE PLAN

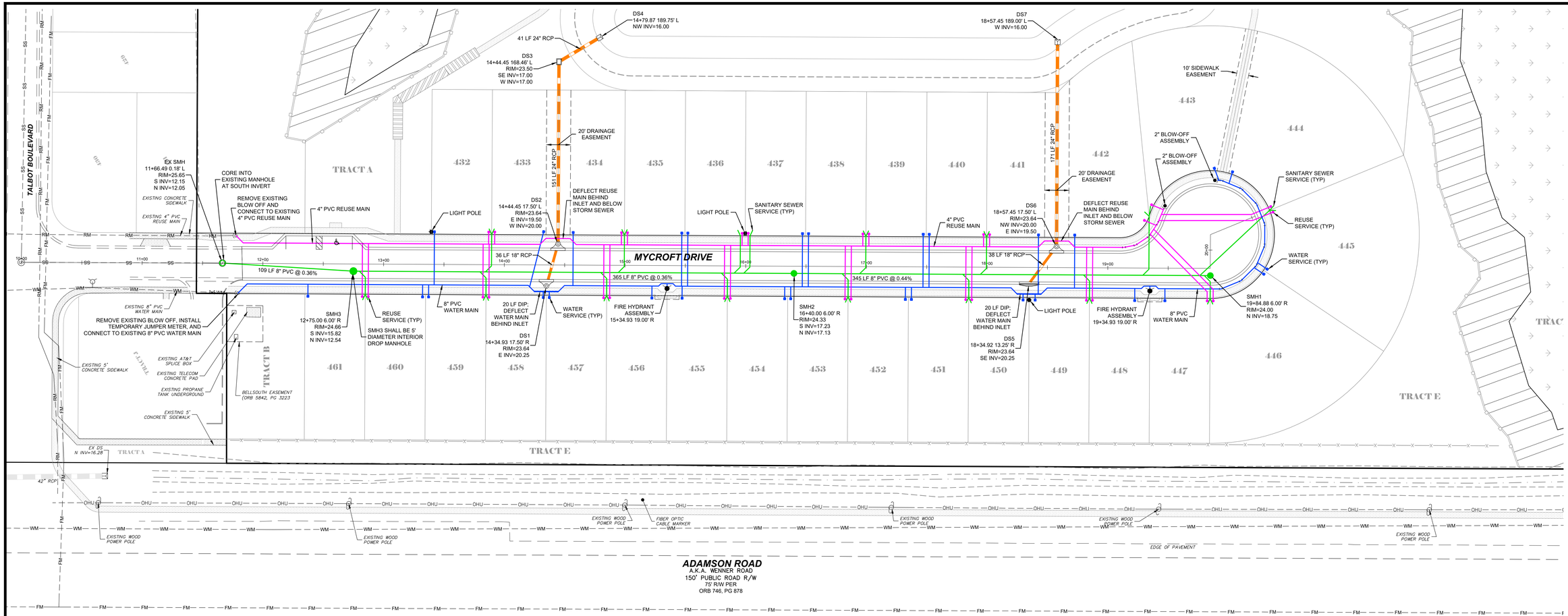
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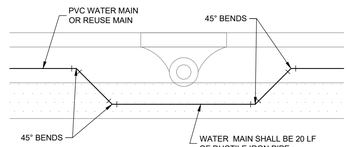
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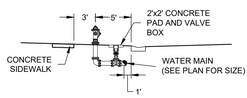
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PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR RESPONSIBLE FOR COORDINATING INSTALLATION OF RECLAIM METERS SHALL CONTACT CITY OF COCOA UTILITIES DEPARTMENT RE-USE COORDINATOR, MIKE HENDERSON (321) 433-8714

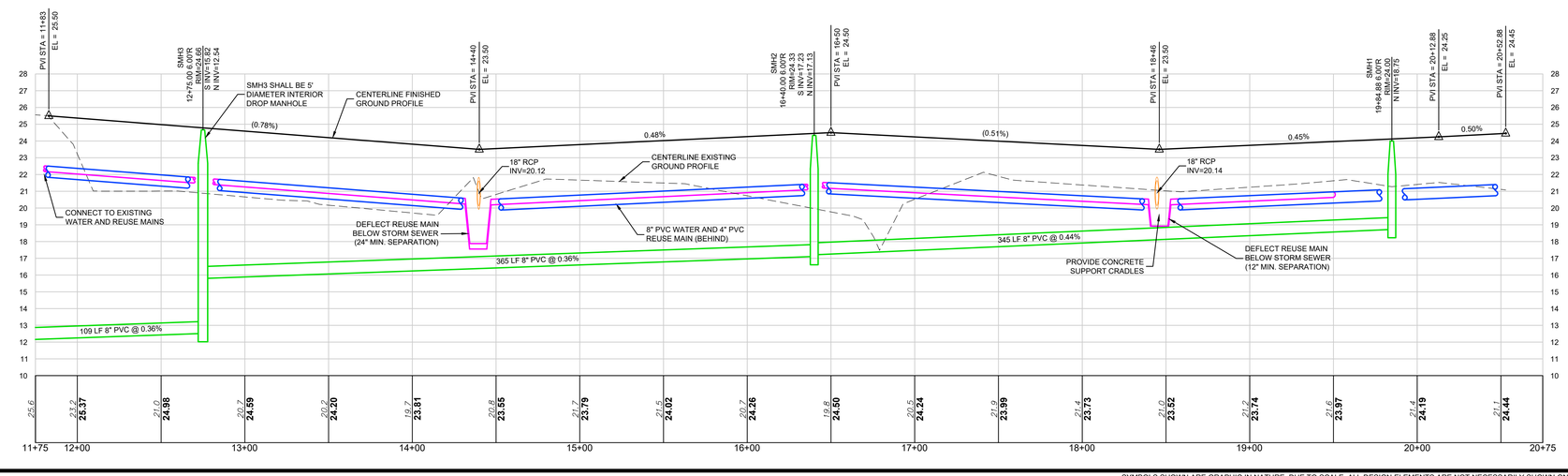


WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.



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.



BREVARD COUNTY NOTES

1. ALL SEWER AND REUSE CONSTRUCTION SHALL CONFORM TO THE CRITERIA FOR WATER & SEWERAGE SYSTEMS WITHIN BREVARD COUNTY (LATEST EDITION)

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.

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04-12-2023

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(H) = FIRE HYDRANT ASSEMBLY

40 0 20 40
(IN FEET)
VERTICAL DATUM: NAVD88

1	
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3	
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DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
UTILITY PLAN

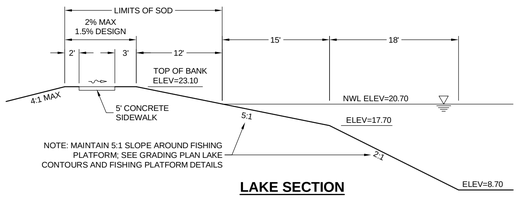
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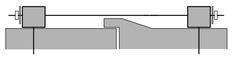
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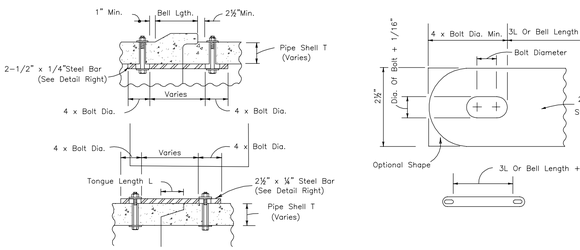
LAKE SECTION

N.T.S.



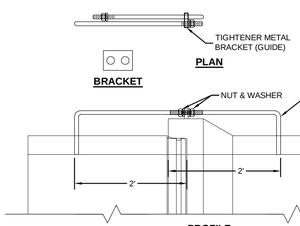
NOTES:
1. STANDOFF STYLE TIE BAR IS A SYSTEM FOR TYING TOGETHER CONCRETE CULVERTS WHERE A SMOOTH INSIDE SURFACE IS DESIRED.
2. DESIGNED SPECIFICALLY TO COMPENSATE FOR BELL END PIPE.
3. HOT DIP GALVANIZED.
4. THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS TO INCLUDE PIPE END TIE BARS.

CULVERT TIE



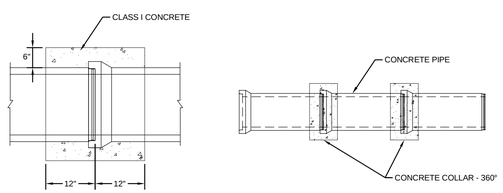
NOTES:
1. ALL BARS, BOLTS, NUTS AND WASHERS ARE TO BE GALVANIZED STEEL.
2. BOLT DIAMETERS SHALL BE 3/8" FOR 15" TO 36" PIPE AND 5/8" FOR PIPES GREATER THAN 36"
3. TWO CONNECTORS REQUIRED PER JOINT, LOCATED 60° RIGHT AND LEFT OF BOTTOM CENTER OF PIPE.
4. BAR HOLES IN PIPE BARREL ARE TO BE PRECAST OR MAY BE DRILLED.
5. BAR HOLES TO BE NOT MORE THAN 1/4" LARGER THAN THE BAR DIAMETER.
6. CONTRACTOR TO PROVIDE TEMPORARY BANK PROTECTION AROUND PIPE END DURING CONSTRUCTION TO PREVENT EROSION WHILE LAKE WATER LEVELS ARE BELOW THE PIPE INVERT.

CONCRETE PIPE BAR CONNECTOR



NOTES:
1. ALL BARS, BOLTS, NUTS AND WASHERS ARE TO BE GALVANIZED STEEL.
2. BOLT DIAMETERS SHALL BE 3/8" FOR 15" TO 36" PIPE AND 5/8" FOR PIPES GREATER THAN 36"
3. TWO CONNECTORS REQUIRED PER JOINT, LOCATED 60° RIGHT AND LEFT OF BOTTOM CENTER OF PIPE.
4. BAR HOLES IN PIPE BARREL ARE TO BE PRECAST OR MAY BE DRILLED.
5. BAR HOLES TO BE NOT MORE THAN 1/4" LARGER THAN THE BAR DIAMETER.
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TIE ASSEMBLY CONNECTOR

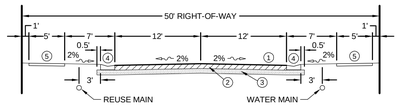


NOTES:
1. CONCRETE JACKET TO BE INSTALLED ON A MIMIMUM OF TWO JOINTS FROM THE TERMINUS OF PIPE.
2. CONTRACTOR TO PROVIDE TEMPORARY BANK PROTECTION AROUND PIPE END DURING CONSTRUCTION TO PREVENT EROSION WHILE LAKE WATER LEVELS ARE BELOW THE PIPE INVERT.

CONCRETE JACKET

CONNECTION OPTIONS FOR PIPES TERMINATING IN LAKES

N.T.S.



KEY

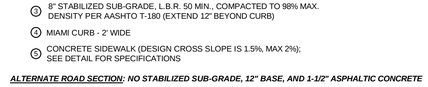
1. 1-1/2" TYPE SP-12.5 ASPHALTIC CONCRETE
2. 8" BASE WITH FDOT APPROVED PRIME COAT
   OPTIONS:
   - LIMEROCK, L.B.R. 100 MIN.
   - CEMENTED COQUINA SHELL, F.D.O.T. APPROVED, L.B.R. 100 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
3. 8" STABILIZED SUB-GRADE, L.B.R. 50 MIN., COMPACTED TO 98% MAX. 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

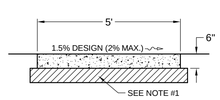
RIGHT-OF-WAY AND ROAD SECTION DETAIL

N.T.S.



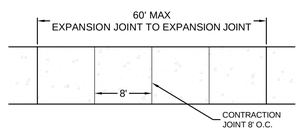
SIDEWALK EASEMENT DETAIL

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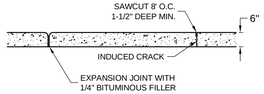


CONCRETE SIDEWALK

NOTES:
1. ALL SIDEWALK WITHIN RIGHT-OF-WAY SHALL BE 6" THICK, 3000 PSI CONCRETE WITH FIBERMESH AND 6" COMPACTED SUBGRADE, 98% MAXIMUM DENSITY PER AASHTO T-180.
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.



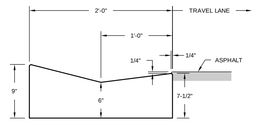
EXPANSION JOINTS



CONTRACTION JOINT

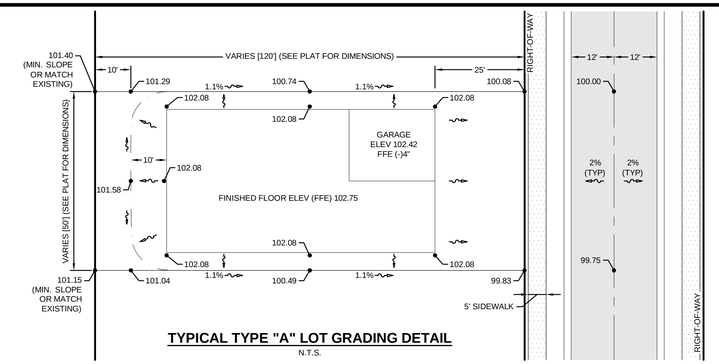
SIDEWALK DETAILS AND SPECIFICATIONS

N.T.S.



MIAMI CURB

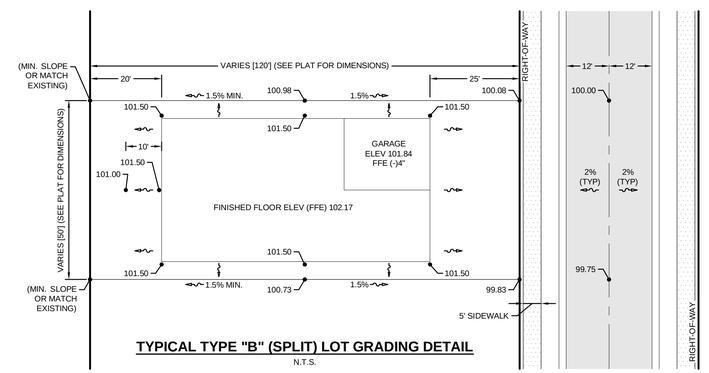
N.T.S.



TYPICAL TYPE "A" LOT GRADING DETAIL

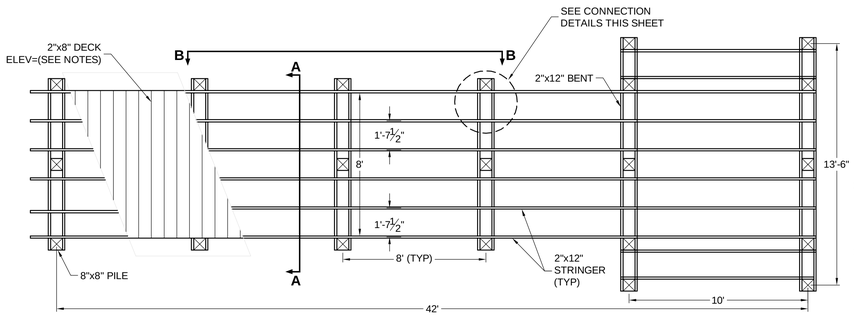
N.T.S.

LOT GRADING DESIGN PARAMETERS:
- SIDE YARD SWALE:
  TYPE "A" LOT: 1.1%
  TYPE "B" LOT: 1.5%
- 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 10' FROM BUILDING

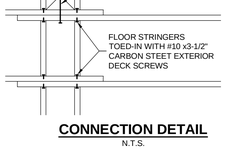


TYPICAL TYPE "B" (SPLIT) LOT GRADING DETAIL

N.T.S.



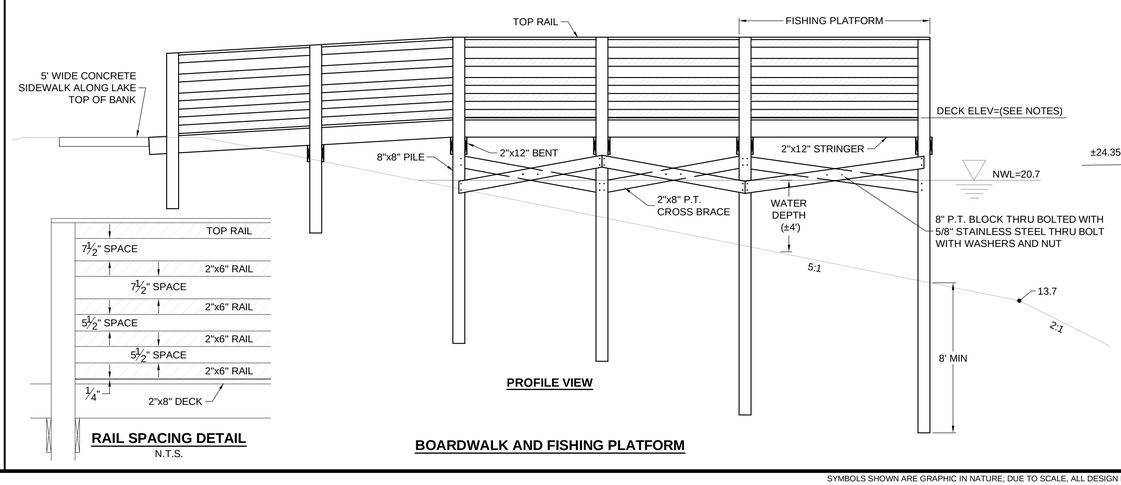
PLAN VIEW



CONNECTION DETAIL

N.T.S.

NOTES:
1. P.T. MINIMUM = 2.5 CCA ON PILING AND CROSS BRACING; 0.60 CCA ALL OTHER LUMBER
2. ALL HARDWARE/FASTENERS TO BE STAINLESS STEEL TYPE 316
3. ALL DECK FASTENERS ARE FLAT HEAD #10 x3-1/2" CARBON STEEL EXTERIOR DECK SCREWS; PRE-DRILL HOLES TO 1/2 SCREW DIAMETER TO AVOID SPLITTING WOOD
4. PRE-DRILL LAG BOLTS 1/2 DIAMETER OF LAG BOLTS TO AVOID SPLITTING WOOD
5. ALL HARDWARE TO BE COUNTER SUNK, MINIMUM FLUSH WITH WOOD, NO JAGGED EDGES OR PROTRUDING ENDS
6. RAILINGS ARE TO BE ROUTED TO PROVIDE A ROUNDED EDGE
7. THROUGH BOLTS ARE TO INCLUDE WASHERS ON THE NUT SIDE AND NUT FASTENER IS TO HAVE LOCK SEALANT APPLIED
8. ALL PILES TO HAVE MINIMUM OF 8' SOIL PENETRATION WITHIN LAKE SECTION, 4' MINIMUM SOIL PENETRATION ALL OTHER LOCATIONS
9. DECK ELEVATIONS:
   - BOARDWALK LOCATED AT LOT 432, DECK ELEV=27.10
   - BOARDWALK AND FISHING PLATFORM, DECK ELEV=24.2

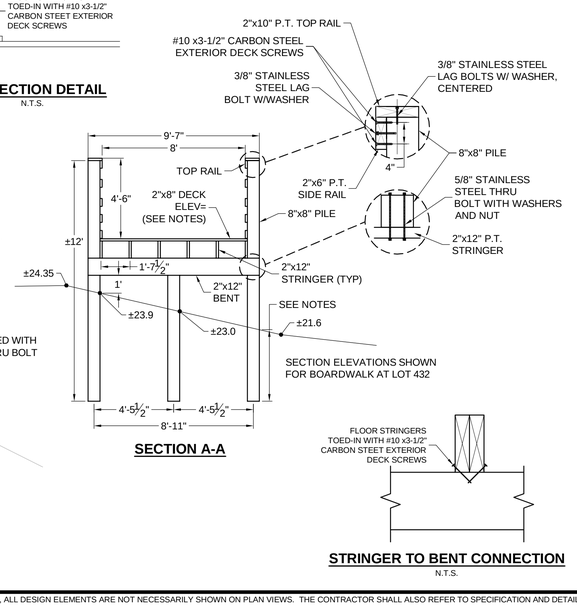


PROFILE VIEW

RAIL SPACING DETAIL

N.T.S.

BOARDWALK AND FISHING PLATFORM



SECTION A-A

STRINGER TO BENT CONNECTION

N.T.S.

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SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NAVD88

6	
5	
4	
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2	
1 CITY COMMENTS	01/20/21
1 COUNTY/SJRWMD COMMENTS	01/14/21
1 SJRWMD COMMENTS	11/04/20
1 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

DETAILS

PROJECT NO.

11453.01.01

DRAWING NO.

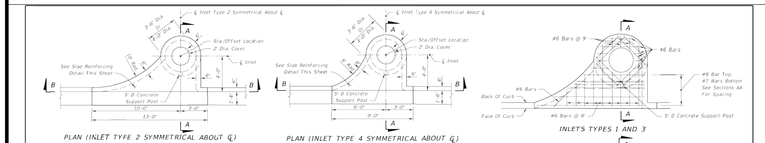
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SHEET

11 of 20

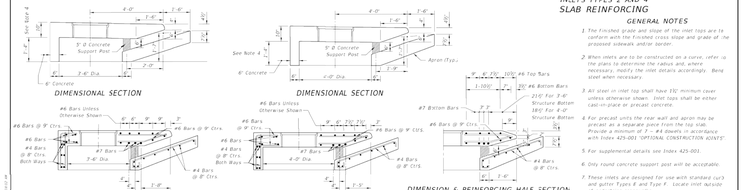
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



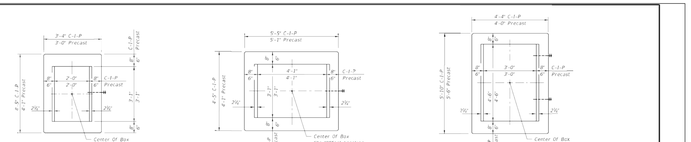
GENERAL NOTES

1. The finished grade and slope of the inlet tops are to conform with the finished cross slope and grade of the proposed sidewalk and/or border.
2. When inlets are to be constructed on a curve, refer to the plans to determine the radius and, where necessary, modify the inlet details accordingly. Bend steel when necessary.
3. All steel in inlet top shall have 1½" minimum cover unless otherwise shown. Inlet tops shall be either cast-in-place or precast concrete.
4. For precast units the rear wall and apron may be precast as a separate piece from the top slab. Provide a minimum of 3 - #4 dowels in accordance with Index 425-001 "OPTIONAL CONSTRUCTION JOINTS".
5. For supplemental details see Index 425-001.
6. Only round concrete support post will be acceptable.
7. These inlets are designed for use with standard curb and gutter Types R and Type K. Locate inlet outside of pedestrian crosswalks.
8. For structure bottoms see Index 425-010.
9. Inlet to be paid for under the contract unit price for inlets (Curb)(Type), Each.



TRANSVERSE SECTIONS FOR INLETS TYPES 1, 2, 3 & 4

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX 425-020	SHEET 1 of 1



HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-15"	A12	0.20	12"	8"

TYPE C

Recommended Maximum Pipe Size:

2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 2)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-6"	A12	0.20	12"	8"
6'-10"	A6	0.20	6"	5"
10'-13"	A4	0.20	4"	3"
10'-15"	85.5	0.24	5½"	5"

TYPE D

Recommended Maximum Pipe Size:

3'-1" Wall - 24" Pipe
4'-1" Wall - 36" Pipe

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 3)

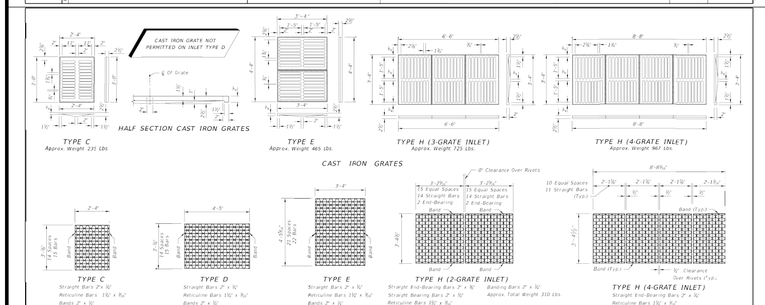
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-3"	A12	0.20	12"	8"
0'-7.5"	A6	0.20	6"	5"
7.5'-10"	85.5	0.24	5½"	5"
10'-15"	66.5	0.31	4½"	4"

TYPE E

Recommended Maximum Pipe Size:

3'-0" Wall - 24" Pipe
4'-0" Wall - 36" Pipe

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 1 of 7



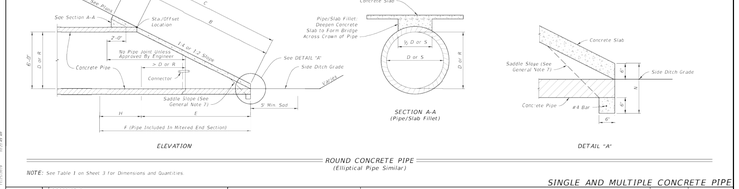
STEEL GRATES

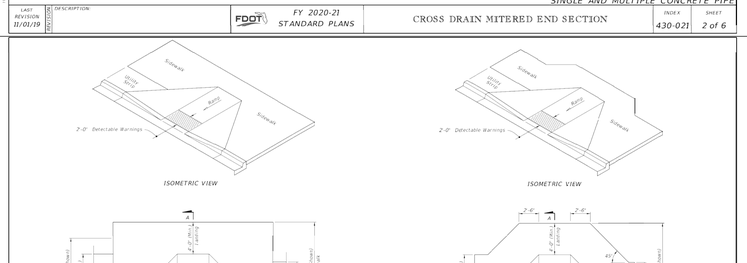
NOTE: Steel Grates Are Required On Inlets With Traversable Slots And On Inlets Where Bicycle Traffic Is Anticipated.

GENERAL NOTES

1. These inlets are suitable for bicycle traffic and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads. These inlets may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and areas subject to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type C. Slots may be constructed at either or both ends as shown on plans. Traversable slots shall not be used in areas subject to occasional bicycle traffic.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dip galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Size for other types of pipe must be checked for fit.
5. All exposed edges and corners shall be ½" chamfer or tooled to ½" radius.
6. Concrete inlet pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Curb may be included in (detail) and price for inlets, Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets, partial. For conversion work and method of payment see "TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS".
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Performance Turf, SY.
9. For supplementary details see Index 425-003.
10. All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 3 of 7

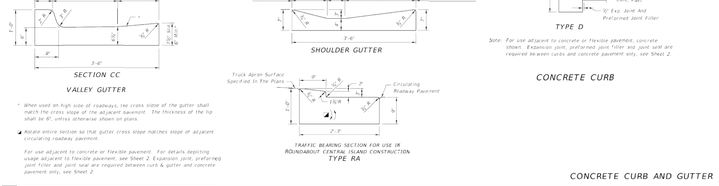


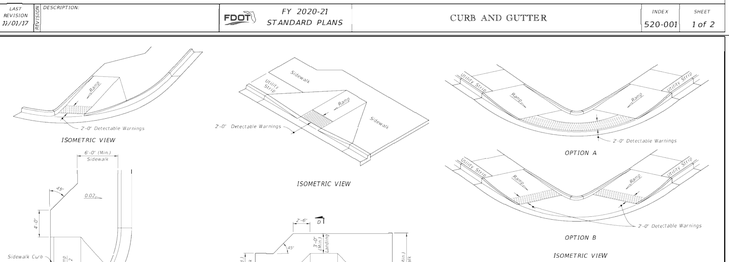


NOTE: See Table 1 on Sheet 3 for Dimensions and Quantities.

SINGLE AND MULTIPLE CONCRETE PIPE

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 2 of 6





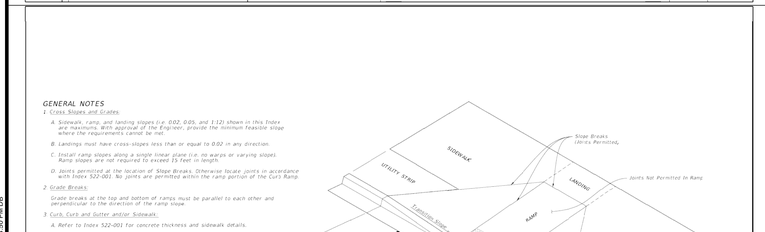
* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 8", unless otherwise shown on plans.

◢ Radius entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.

For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see Sheet 2. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only, see Sheet 2.

CONCRETE CURB AND GUTTER

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 2



LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 8

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 2 of 8

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 5 of 8

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CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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STATE OF FLORIDA, No. 33659 No. 4151

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

⚠	
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⚠ CITY COMMENTS	01/20/21
⚠ COUNTY/SJRWMD COMMENTS	01/14/21
⚠ SJRWMD COMMENTS	11/04/20
⚠ CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

DETAILS

PROJECT NO.

11453.01.01

DRAWING NO.

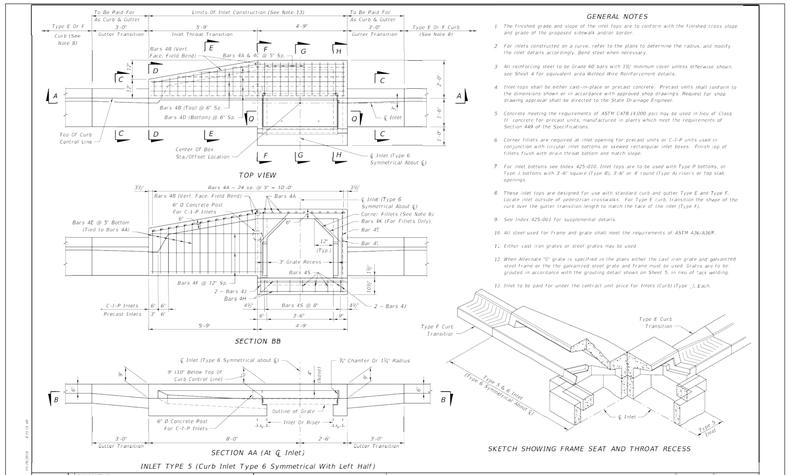
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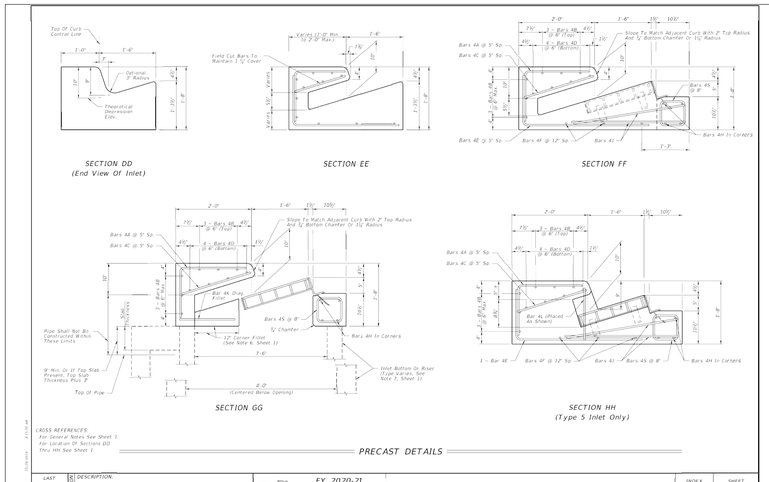
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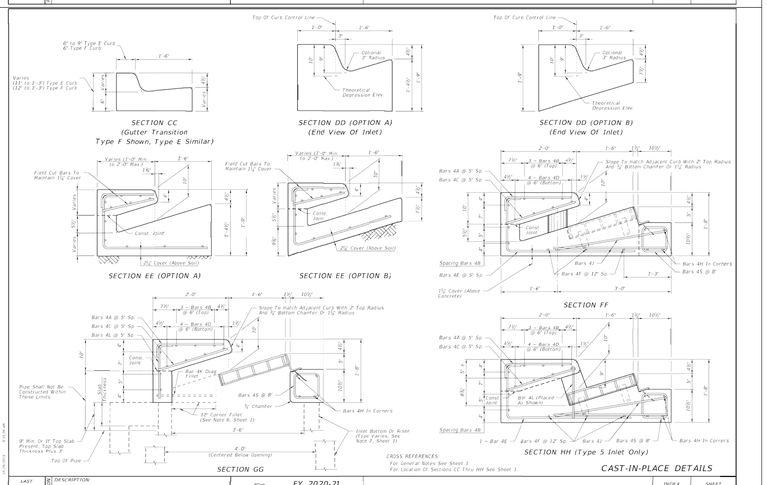
12 of 20

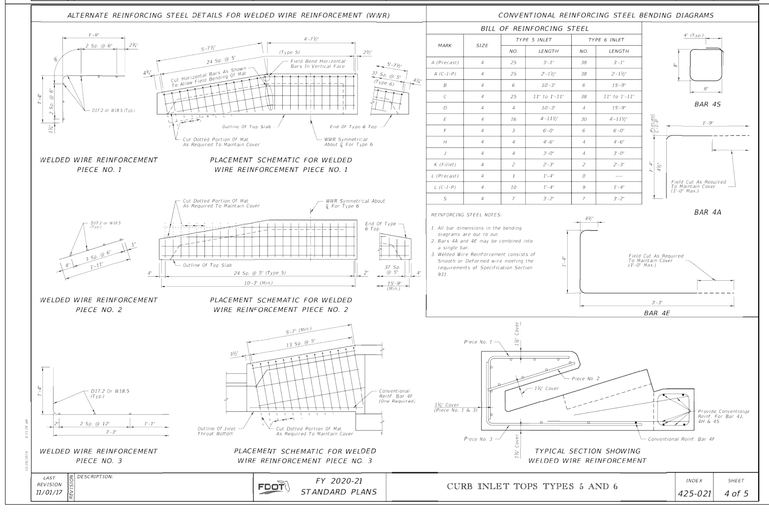
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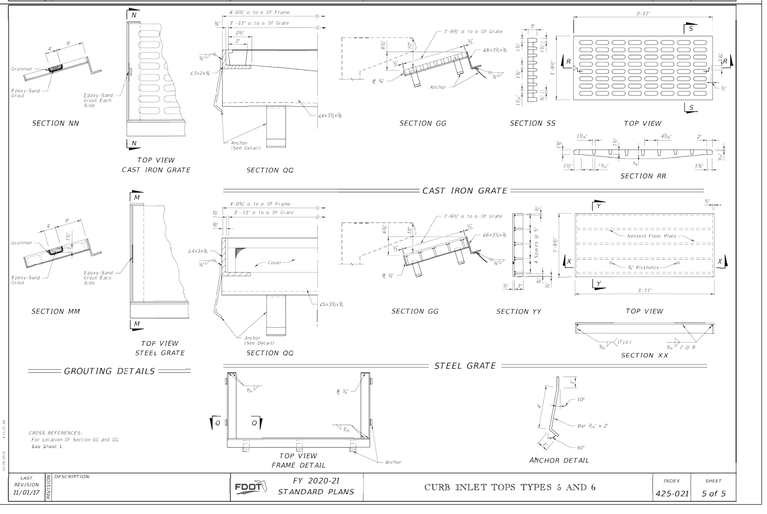








MARK	SIZE	TYPE 5 INLET NO.	TYPE 5 INLET LENGTH	TYPE 6 INLET NO.	TYPE 6 INLET LENGTH
A (Precast)	4	25	3'-1"	38	3'-1"
A (C-I-P)	4	25	2'-11½"	38	2'-11½"
B	4	6	10'-3"	6	15'-9"
C	4	25	11' to 1'-11"	38	11' to 1'-11"
D	4	4	10'-3"	4	15'-9"
E	4	36	4'-11½"	30	4'-11½"
F	4	3	6'-0"	6	6'-0"
H	4	4	4'-6"	4	4'-6"
J	4	4	3'-0"	4	3'-0"
K (Fillet)	4	2	2'-3"	2	2'-3"
L (Precast)	4	1	1'-4"	0	---
L (C-I-P)	4	10	1'-4"	9	1'-4"
S	4	7	3'-2"	7	3'-2"



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04-12-2023

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2	COUNTY/SJRWMD COMMENTS 01/14/21
3	SJRWMD COMMENTS 11/04/20
4	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

DETAILS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_013

SHEET
13 of 20

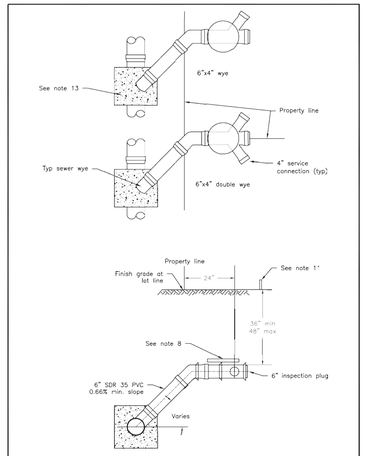
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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.

Brevard County Utility Services	Notes Sewer Service Conn.	US-10 January 2018



Scale 1/2 " = 1 foot Brevard County Utility Services	Sewer Service Conn.	US-11 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)	

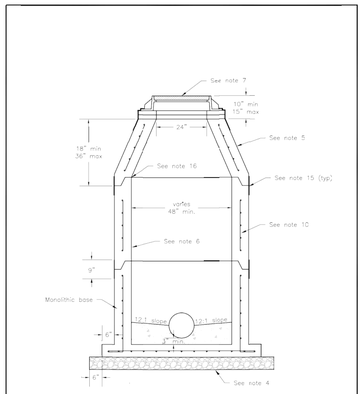
Brevard County Utility Services	Manholes- General Notes	US-20 1 of 2 January 2018

Notes:

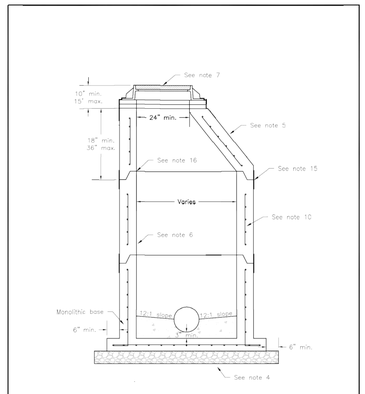
20. Pipes protruding into the manhole shall extend approximately 1/2 inch inside the inner wall measured at the horizontal midsection points of the pipe. Pipe thirty inches and larger inside diameter shall be contoured such that the maximum protrusion into the manhole at any point around the pipe shall 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)	

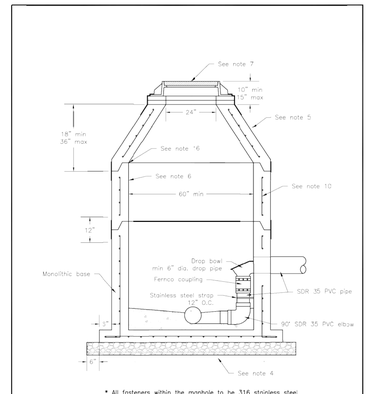
Brevard County Utility Services	Manholes- General Notes	US-20 2 of 2 January 2018



Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Concentric	US-21 January 2018

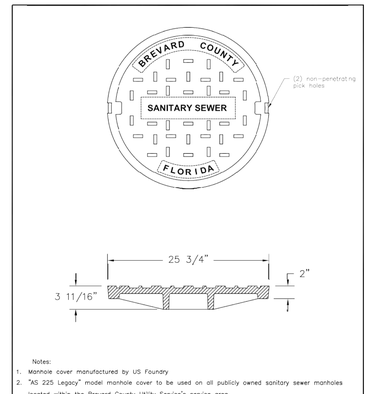


Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Eccentric	US-22 January 2018



* All fasteners within the manhole to be 316 stainless steel

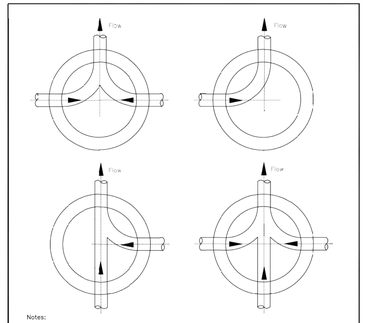
Scale 1/2 " = 1 foot Brevard County Utility Services	Manhole Single Interior Drop	US-23 January 2018



Notes:

1. Manhole cover manufactured by US Foundry
2. "AS 225 Legacy" model manhole cover to be used on all publicly owned sanitary sewer manholes located within the Brevard County Utility Service's service area.
3. Privately owned and maintained sanitary sewer systems shall use JS Foundry AS 225 cover.

No Scale Brevard County Utility Services	Manhole Cover AS Legacy	US-27 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 Brevard County Utility Services	Manhole Inverts	US-28 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	

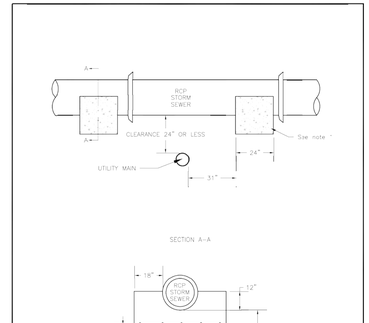
Legend:

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

Brevard County Utility Services	Pipe Separation Table	US-60 January 2018



Notes:

1. Minimum 3,000 psi TYPE I Portland Cement

Scale 3/8 " = 1 foot Brevard County Utility Services	Concrete Support Cradle	US-66 January 2018

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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
3	
4	
5	
5 CITY COMMENTS	01/20/21
4 COUNTY/SJRWMD COMMENTS	01/14/21
3 SJRWMD COMMENTS	11/04/20
2 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

BREVARD COUNTY SEWER DETAILS

PROJECT NO.

11453.01.01

DRAWING NO.

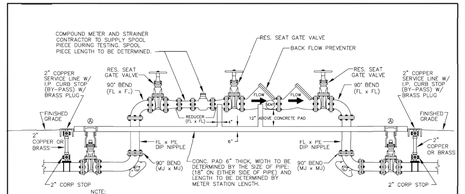
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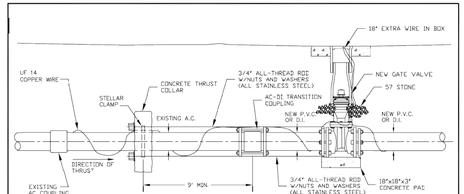
SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

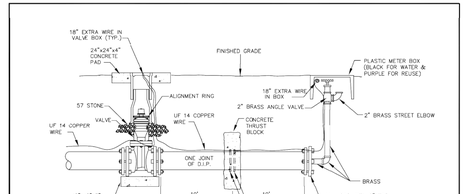
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CHECKED BY: P. DAVIS	DATE: MARCH 2020
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CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

A.C. PIPE TIE-IN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
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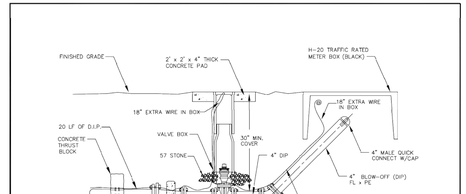


2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER

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
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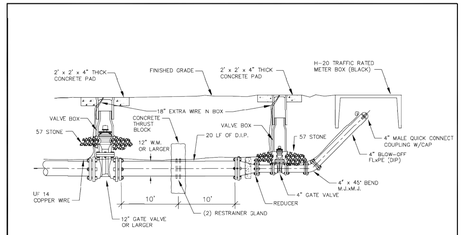


4" PERMANENT BLOW-OFF FOR 12" WATER MAINS AND LARGER

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
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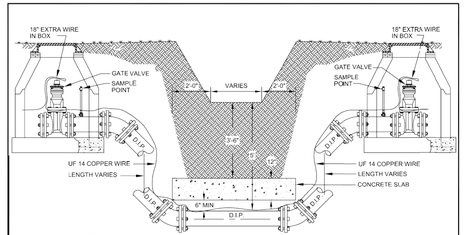


4" TEMPORARY BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

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	

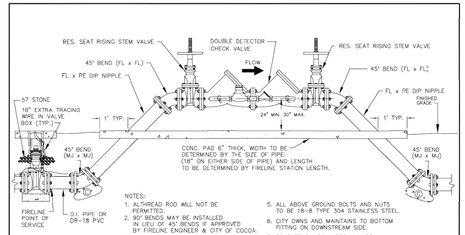


NOTES:
1. MAIN SHALL BE RESTRAINED JOINT D.I. PIPE AND EXTEND 5' ON EITHER SIDE OF THE DRAINAGE DITCH.
2. CONCRETE SLAB SHALL BE 2' WIDER THAN THE PIPE O.D. AND A MINIMUM WIDTH OF 6'.
3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.
4. PER FDEP, ISOLATION VALVE CLOSEST 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
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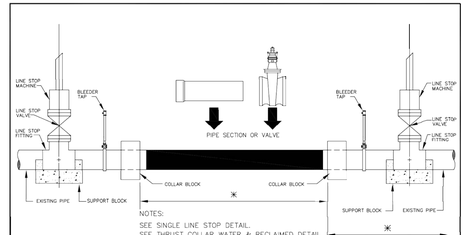
NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. 90° BENDS MAY BE INSTALLED IN LIEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER & CITY OF COCOA.
3. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
4. ASSEMBLY TO BE PAINTED RUST-OLEUM 9400 SYSTEM (RED) BY THE CITY, PAID FOR BY THE CONTRACTOR.
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
6. CITY OWNS AND MAINTAINS 18 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	

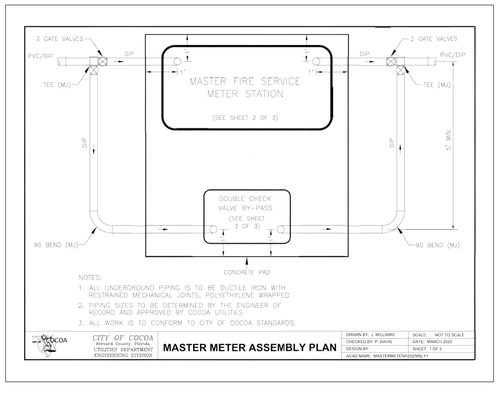


NOTES:
SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"–8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTIONS" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL
✳ SEE RESTRAINED PIPE TABLE

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
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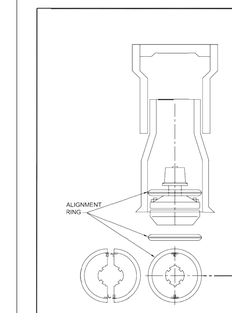


NOTES:
1. ALL UNDERGROUND PIPING IS TO BE DUCTILE IRON WITH RESTRAINED MECHANICAL JOINTS, POLYETHYLENE WRAPPED
2. PIPING SIZES TO BE DETERMINED BY THE ENGINEER OF RECORD AND APPROVED BY COCOA UTILITIES
3. ALL WORK IS TO CONFORM TO CITY OF COCOA STANDARDS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY PLAN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 3
ACAD NAME: MASTERMETERASSEMBLY1	

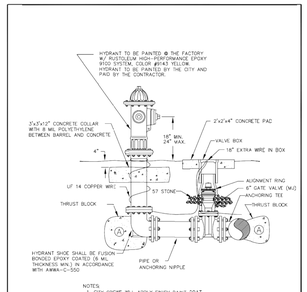


NOTES:
1. FOR ALL VALVES REGARDLESS OF SIZE AND DEPTH.

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	



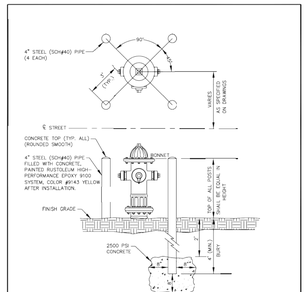
NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 18-8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE, AND SHOE).
4. SEE "FIRE HYDRANTS" SPECIFICATIONS.
5. PAINT PAID BY THE CONTRACTOR.

Ⓐ 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	

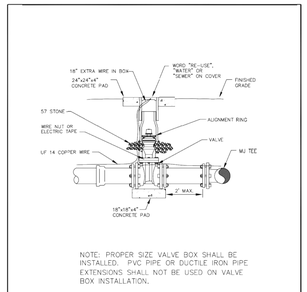


NOTES:
1. GUARD POSTS WILL BE FURNISHED & INSTALLED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
2. GUARD POSTS SHALL BE INSTALLED PLUMB AND LOCATED TO ALLOW UNRESTRICTED ACCESS TO PUMPER AND HOSE CONNECTIONS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

FIRE HYDRANT GUARD POSTS

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 GUARD POSTS	

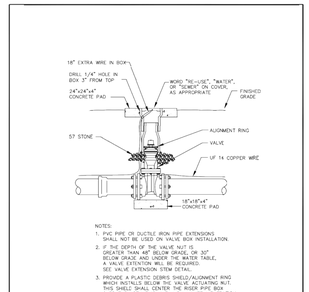


NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PVC PIPE OR DUCTILE IRON EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.

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	



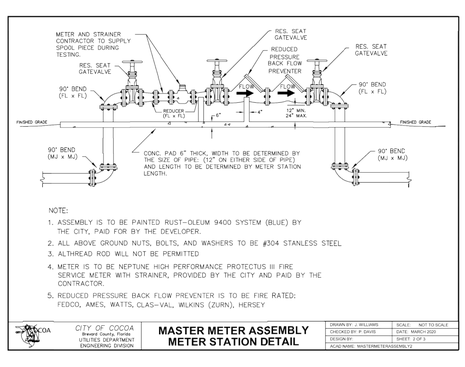
NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENTION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING AT THE TOP OF THE VALVE BOX. THE TOP OF THIS SHIELD SHALL CENTER THE RISER PIPE BUSH 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 SERVICE.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MOVANCE 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	

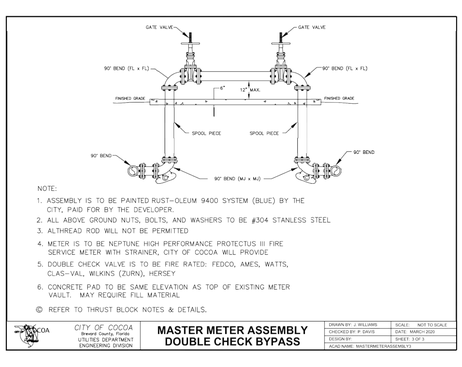


NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST-OLEUM 9400 SYSTEM (BLUE) BY THE CITY, PAID FOR BY THE DEVELOPER.
2. ALL ABOVE GROUND NUTS, BOLTS, AND WASHERS TO BE #304 STAINLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. METER IS TO BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER WITH STRAINER, PROVIDED BY THE CITY AND PAID BY THE CONTRACTOR.
5. REDUCED PRESSURE BACK FLOW PREVENTER IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS-VAL, WILKINS (ZURN), HERSEY

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY METER STATION DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 3
ACAD NAME: MASTERMETERASSEMBLY2	



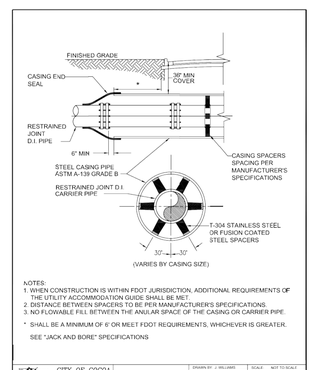
NOTE:
1. ASSEMBLY IS TO BE PAINTED RUST-OLEUM 9400 SYSTEM (BLUE) BY THE CITY, PAID FOR BY THE DEVELOPER.
2. ALL ABOVE GROUND NUTS, BOLTS, AND WASHERS TO BE #304 STAINLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. METER IS TO BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER WITH STRAINER, CITY OF COCOA WILL PROVIDE
5. DOUBLE CHECK VALVE IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS-VAL, WILKINS (ZURN), HERSEY
6. CONCRETE PAD TO BE SAME ELEVATION AS TOP OF EXISTING METER VAULT. MAY REQUIRE FILL MATERIAL

Ⓒ REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

MASTER METER ASSEMBLY DOUBLE CHECK BYPASS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: MASTERMETERASSEMBLY3	



(VARIES BY CASING SIZE)

NOTES:
1. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE UTILITY ACCOMMODATION GUIDE SHALL BE MET.
2. DISTANCE BETWEEN SPACERS TO BE PER MANUFACTURER'S SPECIFICATIONS.
3. NO FLOWABLE FILL BETWEEN THE ANULAR SPACE OF THE CASING OR CARRIER PIPE.

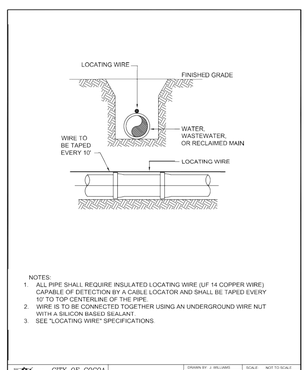
* SHALL BE A MINIMUM OF 6' OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.

SEE "JACK AND BORE" SPECIFICATIONS

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

JACK AND BORE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: JACK AND BORE	



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	

CITY OF COCOA UTILITIES TECHNICAL PROVISIONS

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 DEPRA, WITH THE FOLLOWING ASSUMPTIONS:

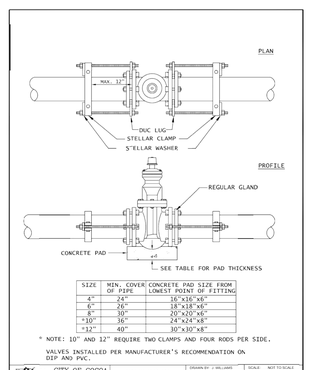
WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

RESTRAINED PIPE TABLE WATER AND 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	



SIZE OF PIPE	MIN. COVER	CONCRETE PAD SIZE FROM LOWEST POINT OF FITTING
4"	24"	18"x16"x6"
6"	26"	18"x18"x6"
8"	30"	20"x20"x6"
*10"	36"	24"x24"x8"
*12"	40"	30"x30"x8"

* NOTE: 10" AND 12" REQUIRE TWO CLAMPS AND FOUR RODS PER SIDE.

VALVES INSTALLED PER MANUFACTURER'S RECOMMENDATION ON DIP AND PVC.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION

VALVE INSERT FOR A.C. PIPE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE INSERT	

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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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⚠	
⚠	
⚠ CITY COMMENTS	01/20/21
⚠ COUNTY/SJRWMD COMMENTS	01/14/21
⚠ SJRWMD COMMENTS	11/04/20
⚠ CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA DETAILS

PROJECT NO.

11453.01.01

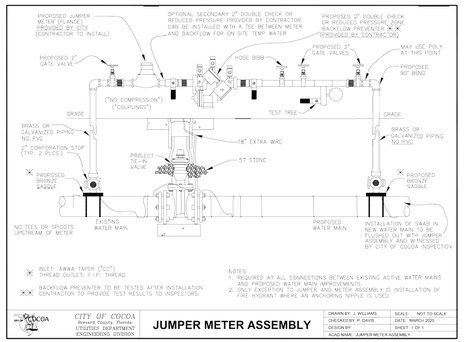
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114530101_402_015

SHEET

15 of 20

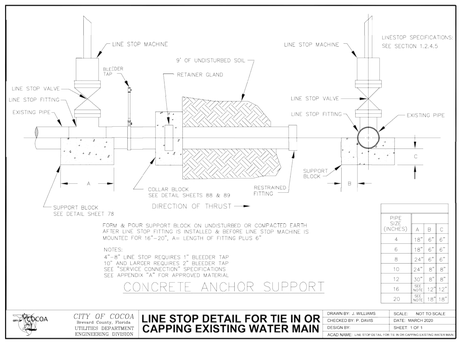
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CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

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	

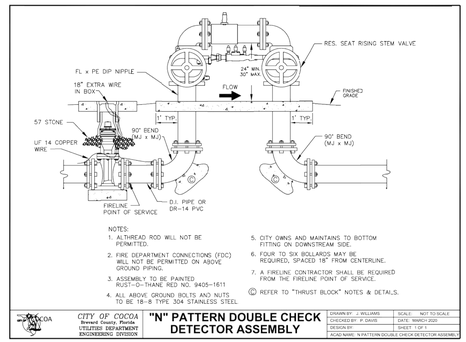


PIPE SIZE (INCHES)	A	B	C
4	*	18"	6"
6	*	18"	6"
8	*	24"	6"
10	*	24"	6"
12	*	30"	8"
16	*	36"	12"
20	*	40"	16"

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN

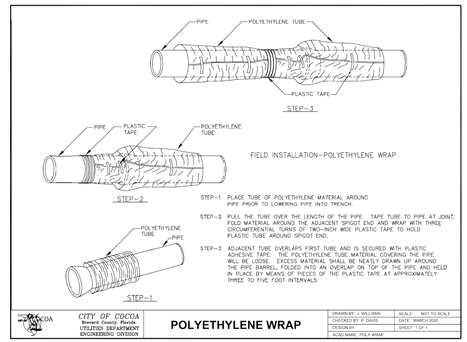
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LIN STOP DETAIL (16, 1 & 4 IN CAPTION) LISTED ON SHEETS	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY

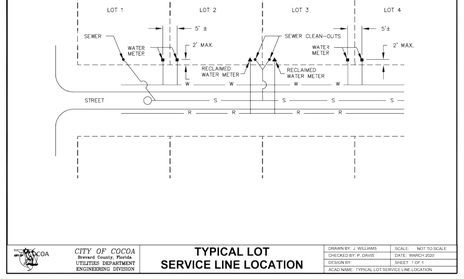
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: N-PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

POLYETHYLENE WRAP

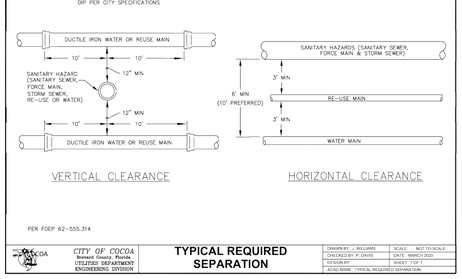
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: POLY WRAP	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

SOLID SLEEVE DETAIL

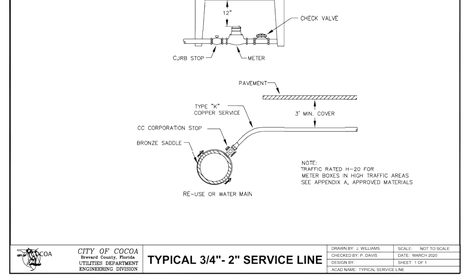
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SOLID SLEEVE DETAIL	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

STORM DRAIN CROSSING

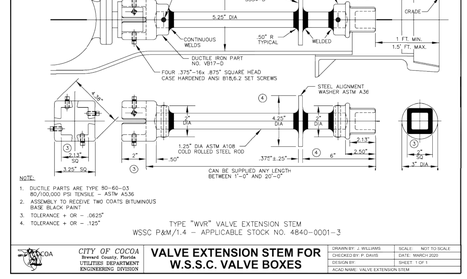
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: STORM DRAIN CROSSING	



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	



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	

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.)

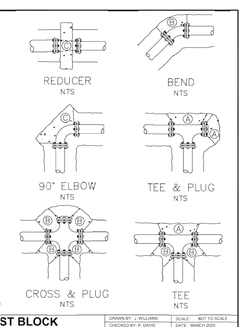
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

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	15-3/4	21
C	2	4	7	11-1/4	16-1/2	25-1/4	39

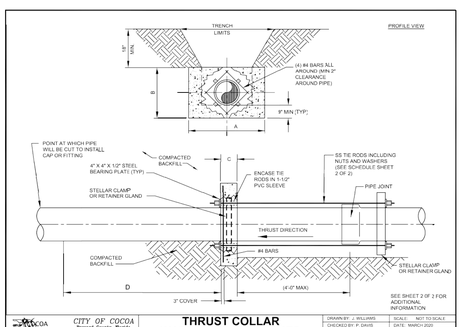
THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.



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	



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 2 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 20'.

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

TYPICAL BORE PLAN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL BORE PLAN	

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	

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	

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	

TYPE "WVR" VALVE EXTENSION STEM
WSSC P&M/1.4 – APPLICABLE STOCK NO. 4840-0001-3

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

VALVE EXTENSION STEM FOR W.S.S.C. VALVE BOXES

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: VALVE EXTENSION STEM	

B.S.E. CONSULTANTS, INC.
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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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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6 CITY COMMENTS	01/20/21
7 COUNTY/SJRWMD COMMENTS	01/14/21
8 SJRWMD COMMENTS	11/04/20
9 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA DETAILS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_016

SHEET
16 of 20

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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, ¾"-2"

All service connections will be single connections. Services that are ¾" 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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

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DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11453.01.01

DRAWING NO.

114530101_402_017

SHEET

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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.
CONSULTING - ENGINEERING -
LAND SURVEYING

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BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1 CITY COMMENTS	01/20/21
2 COUNTY/SJRWMD COMMENTS	01/14/21
3 SJRWMD COMMENTS	11/04/20
4 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.

11453.01.01

DRAWING NO.

114530101_402_018

SHEET

18 of 20

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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
O 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
O Each tap requires independent review and approval
O 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
O 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.
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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

6	
5	
4	
3	
2	
1	CITY COMMENTS 01/20/21
0	COUNTY/SJRWMD COMMENTS 01/14/21
	SJRWMD COMMENTS 11/04/20
	CITY COMMENTS 10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PH 2

SHEET TITLE

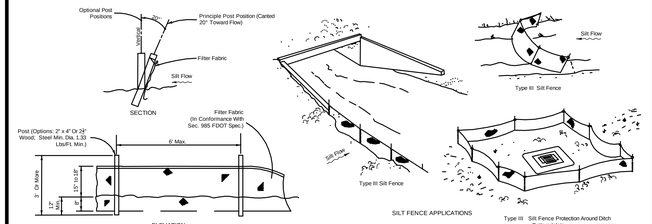
CITY OF COCOA TECHNICAL PROVISIONS

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_019

SHEET
19 of 20

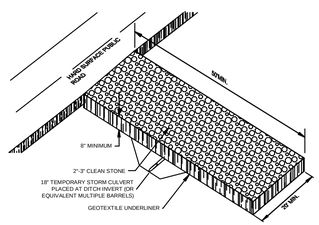
H:\Projects Folder\11453.01.01\Drawings\114530101_402\114530101_402_011-019.dwg March 9, 2021 3:08:05 PM DB



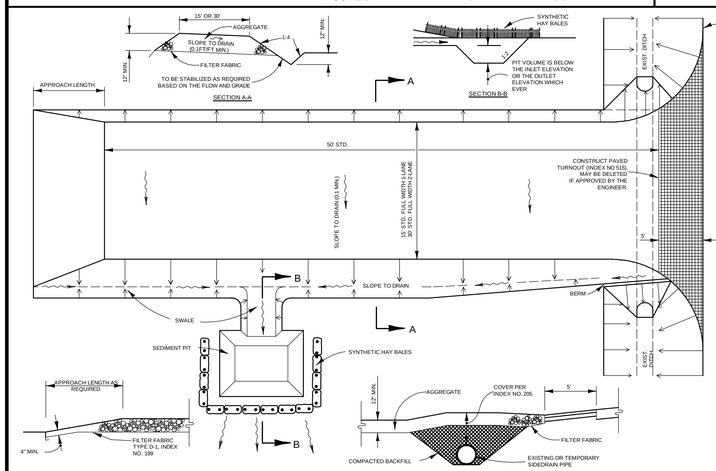
Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

TYPICAL SILT FENCE
N.T.S.
FIGURE 1

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



CONSTRUCTION ENTRANCE
NTS
FIGURE 2



TRANSITION DETAIL

RURAL CONNECTION DETAIL

SOIL TRACKING PREVENTION DEVICE
NTS
FIGURE 2A

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 ADJACENT AND 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 CONSTRUCTION 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 SLT 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 IN PLACE 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 OFF-SITE 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 OR 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.

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

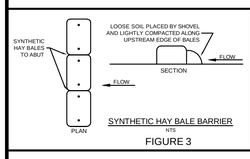
"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE 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:.....

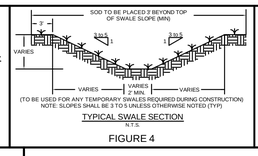
COMPANY PHONE #:.....
PROJECT SITE DESCRIPTION:.....

SIGNATURE:_____

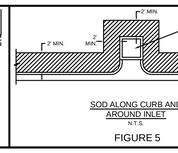
DATE OF CERTIFICATION:_____



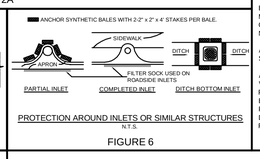
SYNTHETIC HAY BALE BARRIER
NTS
FIGURE 3



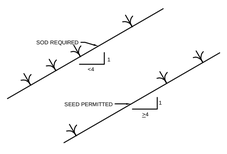
TYPICAL SWALE SECTION
N.T.S.
FIGURE 4



SOD ALONG CURB AND AROUND INLET
N.T.S.
FIGURE 5

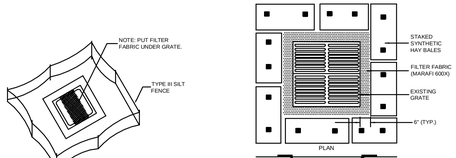


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.S.
FIGURE 6



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



STAKED SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

SEDIMENT CONTROL DETAIL
NTS
FIGURE 8

SYNTHETIC HAY BALE PROTECTION AROUND DITCH BOTTOM INLETS

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

GENERAL SITE INFORMATION

SITE DESCRIPTION:
SINGLE FAMILY DEVELOPMENT WITH ASSOCIATED DRAINAGE AND UTILITIES

TOTAL AREA: ±79.13 ACRES

DISTURBED AREA: ±14.3 ACRES

QUALITY RECEIVING SURFACE WATERS AND WETLANDS:

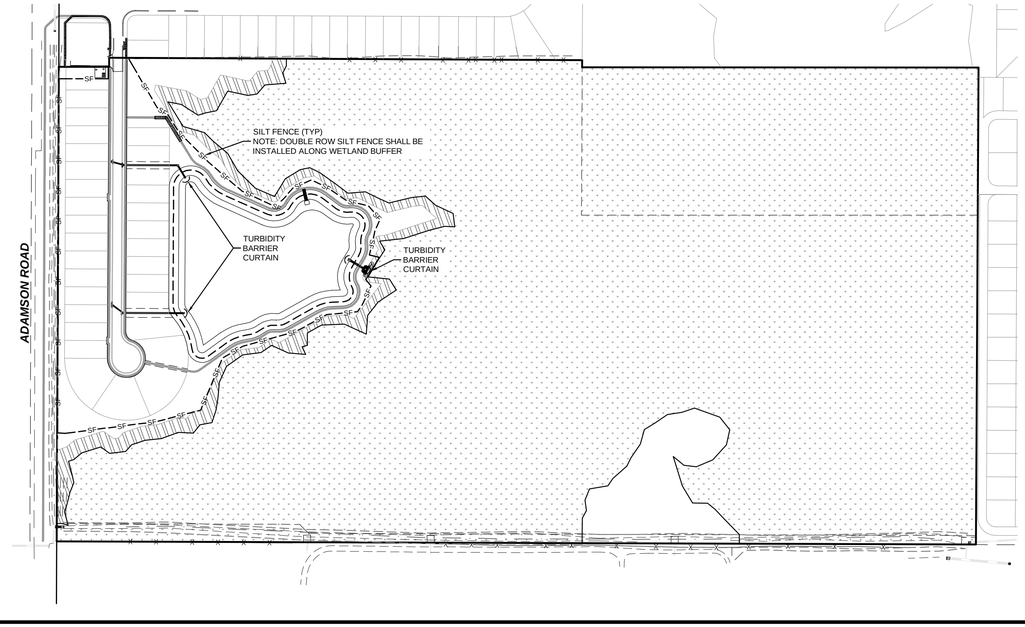
EXISTING SOIL TYPES:
ANCLOTE SAND, BASINGER SAND, EAU GALLIE SAND, MALABAR SAND, MYAKKA SAND, PINEDA SAND, TERRA CEIA MUCK

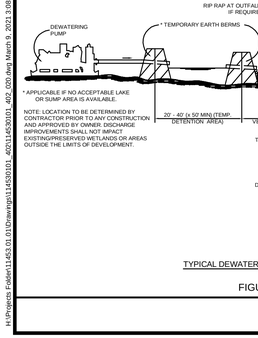
STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT 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.

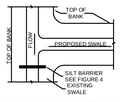
NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM 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.

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.

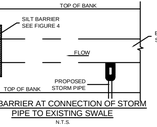




TYPICAL DEWATERING DISCHARGE PLAN
NTS
FIGURE 9



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

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

SCOTT M. GLAUBITZ LICENSE No. 33659 STATE OF FLORIDA PROFESSIONAL ENGINEER

04-12-2023

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

200 0 100 200
(IN FEET)

1	
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6 CITY COMMENTS	01/20/21
7 COUNTY/SJRWMD COMMENTS	01/14/21
8 SJRWMD COMMENTS	11/04/20
9 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_020

SHEET
20 of 20

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ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT NOTES:

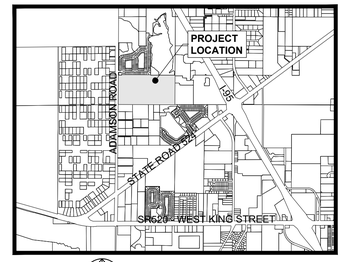
1. BEARING REFERENCE: ASSUMED BEARING OF N00°14'50"E ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS 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 ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT IS RESERVED FOR THE INSTALLATION AND MAINTENANCE 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 AND MAINTENANCE OVER ALL PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   c. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA OVER ALL 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.
7. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. WITHIN THE PLAT BOUNDARY.
8. 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.
9. TRACT A IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, MAIL FACILITIES, AND STORM WATER MANAGEMENT.
10. TRACT B IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR LANDSCAPE AMENITIES AND UTILITIES.
11. TRACT C IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT C. TRACT C IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
12. TRACT D IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT
13. TRACT E IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT.
14. TRACT Z IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF PRIVATE VEHICULAR/PEDESTRIAN ACCESS, PUBLIC AND PRIVATE UTILITIES, PRIVATE LANDSCAPING, PRIVATE SIGNAGE AND PRIVATE SIDEWALKS.

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID	AREA (±ACRES)	AREA (±PERCENT)	TRACT USE	USEABLE COMMON OPEN SPACE CREDIT (±ACRES)	BASIS FOR OPEN SPACE CREDIT
A	6.63	46.07%	STORMWATER MANAGEMENT, LANDSCAPE, OPEN SPACE, AND RECREATIONAL AMENITIES	1.44	LAKE = 50% OF 2.88 AC TOTAL REQUIRED OPEN SPACE
				2.43	TRACT A ACCESSIBLE UPLAND AREA
B	0.18	1.25%	LANDSCAPE, OPEN SPACE, UTILITIES		
C	64.74		UPLAND BUFFER, WETLAND PRESERVATION, AND OPEN SPACE	1.73	50' VIEW CORRIDOR FROM SEGMENT OF TRACT A TRAIL ADJACENT TO TRACT C
D	0.69	4.79%	LANDSCAPE, OPEN SPACE		
E	0.89	6.18%	LANDSCAPE, OPEN SPACE		
Z	1.12	7.78%	PRIVATE RIGHT-OF-WAY		
N/A	4.88	33.91%	RESIDENTIAL DEVELOPMENT (30 LOTS)		
	79.13		TOTAL SITE AREA		
	14.39	**100.00%**	**TOTAL PUD BOUNDARY**		
	5.60	38.92%	TOTAL PROVIDED OPEN SPACE	5.60	
	2.88	20.00%	TOTAL REQUIRED OPEN SPACE (20% OF 14.39 ACRES)	2.88	

NOTE: PUD BOUNDARY INCLUDES 64.74 ACRES OF PRESERVED WETLANDS AND UPLANDS, NOT INCLUDED IN REQUIRED OPEN SPACE OR OPEN SPACE CALCULATIONS

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.



N **LOCATION MAP**
NTS

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
COR	CORNER
DEL	DELTA ANGLE
E	EAST / EASTING
FD	FOUND
FT	FEET
ID#	IDENTIFICATION NUMBER
IRC	IRON ROD AND CAP
N	NORTH / NORTHING
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
PT	POINT OF TANGENCY
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
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

DATE: 04/07/2023
DESIGN/DRAWN: SMG/RMB
DRAWING#114530101_300_001-002
PROJECT# 11453.01.01

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 3
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 TWO

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the public and the City of Cocoa, Florida, all easements shown hereon or described in the notes as public easements. The owner further dedicates a perpetual public easement over and across the private right-of-way of Tract Z for the installation and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services. The private right-of-way and drainage facilities within the subdivision are not dedicated to, nor the responsibility of, the City of Cocoa, Florida.

By:_____
Brian W. Davidson, 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 Brian W. Davidson, 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 ___/___/____ he completed the 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 County Ordinance 62-2841 (c)(d) as amended, and that said lands are located in 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 CITY 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.

_____
Andrew Perry
Reg. Florida Surveyor & Mapper #6124
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.

_____
Michael C. Blake, 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 _____;

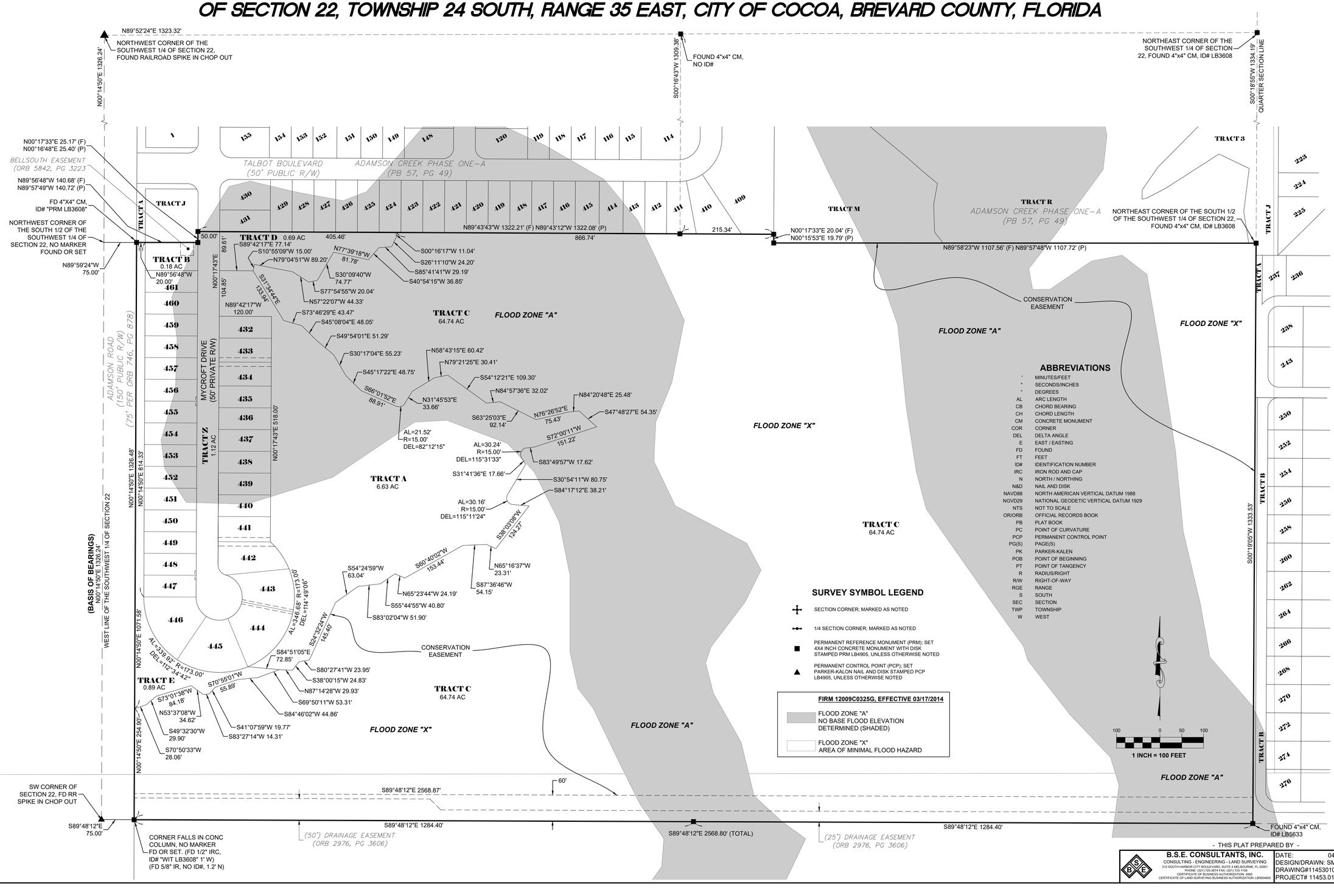
File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT BOOK _____, PAGE _____
SHEET 2 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



ABBREVIATIONS

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FIRM 12009C0325G, EFFECTIVE 03/17/2014

- FLOOD ZONE "A" NO BASE FLOOD ELEVATION DETERMINED (SHADED)
- FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
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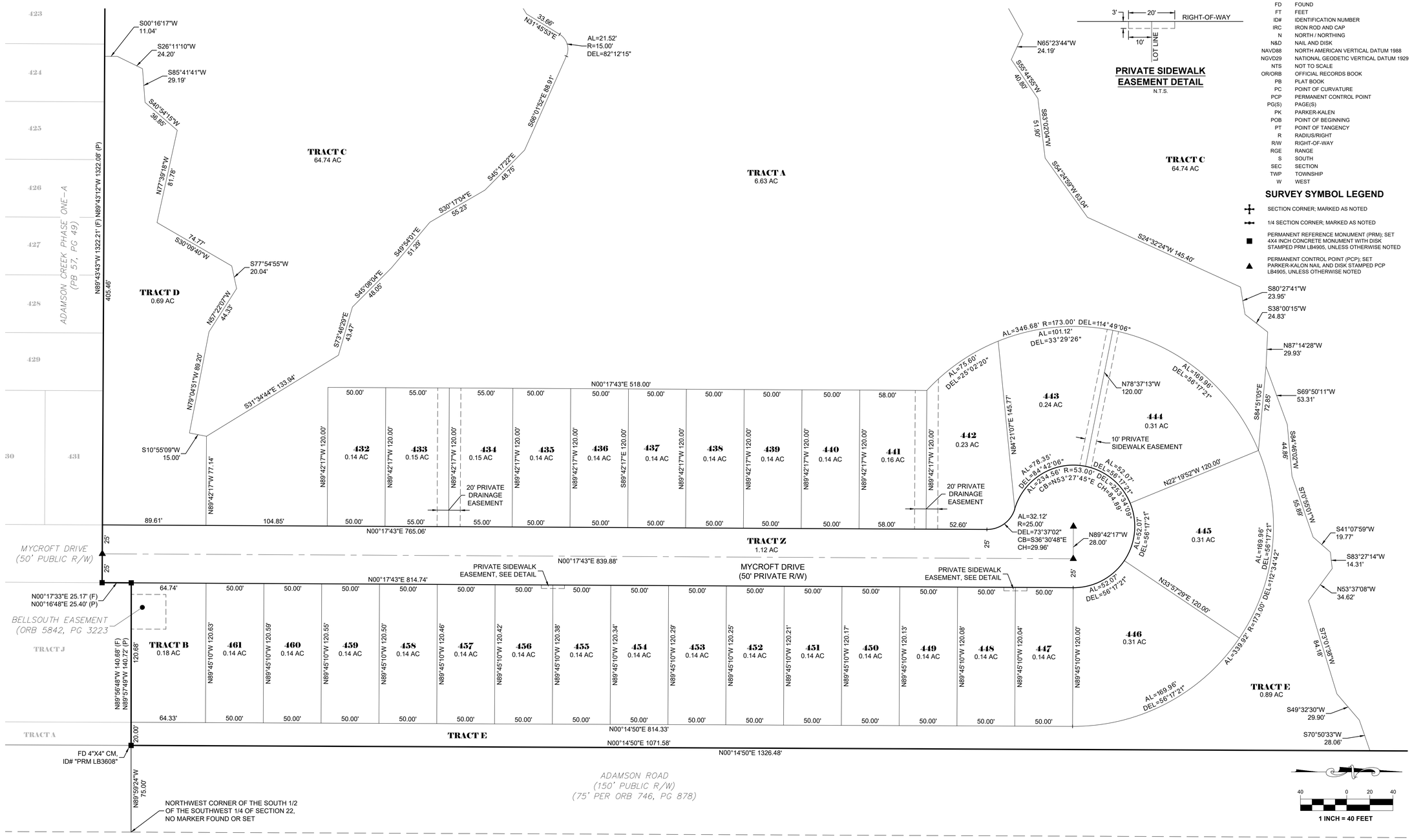
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PROJECT# 11453.01.01

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ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 3 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST



ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
COR	CORNER
DEL	DELTA ANGLE
E	EAST / EASTING
FD	FOUND
FT	FEET
ID#	IDENTIFICATION NUMBER
IRC	IRON ROD AND CAP
N	NORTH / NORTHING
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
PT	POINT OF TANGENCY
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
W	WEST

SURVEY SYMBOL LEGEND

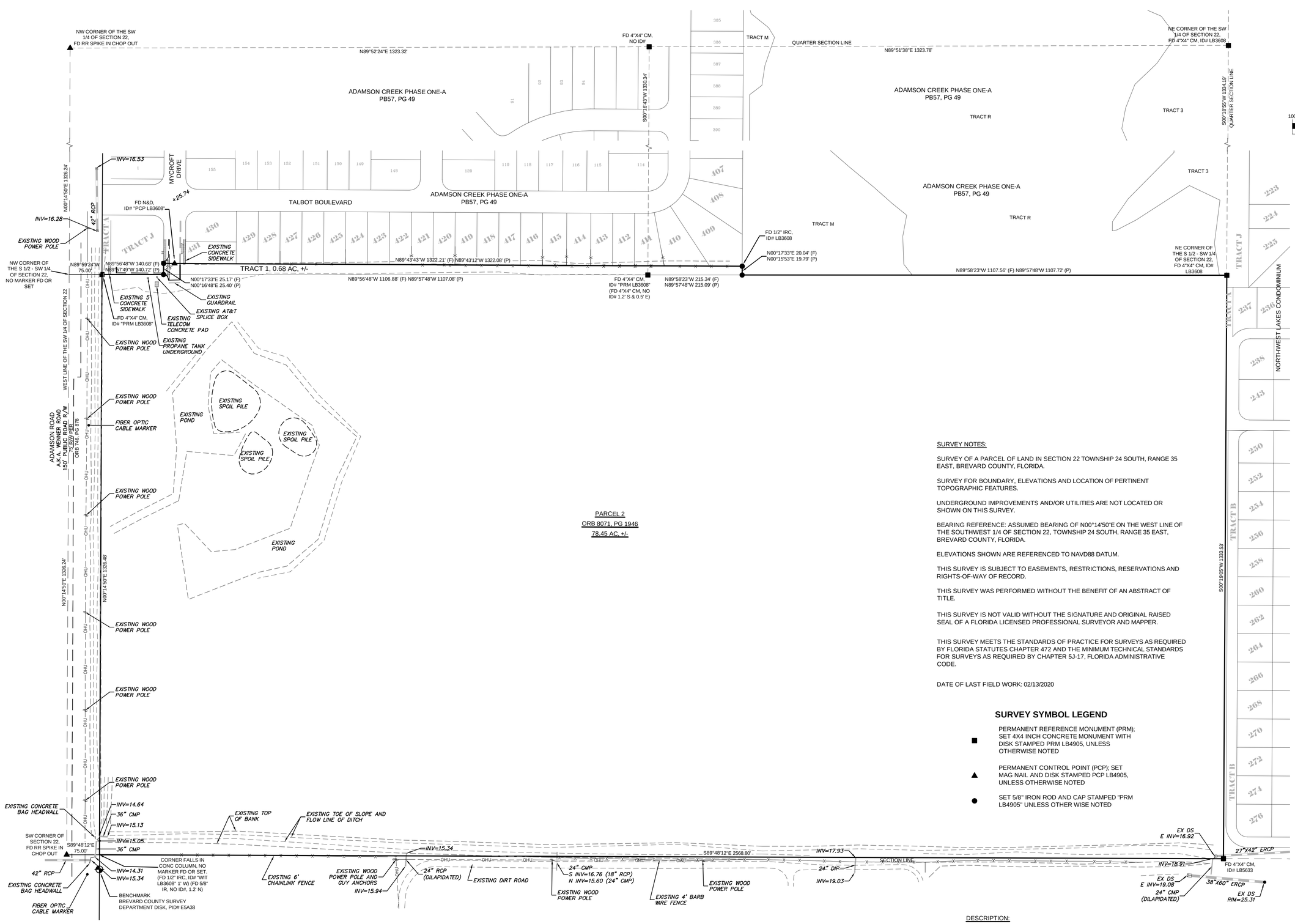
- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

- 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) 725-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 04/07/2023
DESIGN/DRAWN: SMG/RMB
DRAWING#11453010101_300_003
PROJECT# 11453.01.01

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SURVEY NOTES:

SURVEY OF A PARCEL OF LAND IN SECTION 22 TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATION OF PERTINENT TOPOGRAPHIC FEATURES.

UNDERGROUND IMPROVEMENTS AND/OR UTILITIES ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N00°14'50"E ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM.

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.

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: 02/13/2020

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905" UNLESS OTHER WISE NOTED

DESCRIPTION:

PART OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COU NTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

TOGETHER WITH TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 79.13 ACRES, MORE OR LESS.

B.S.E. CONSULTANTS, INC.
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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
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
CL	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
ELE/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
NI#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
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PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
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R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

FIELD BOOK: ---
PAGE(S): ---

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DATE:	05/20/20
DESIGN/DRAWN:	LEH/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

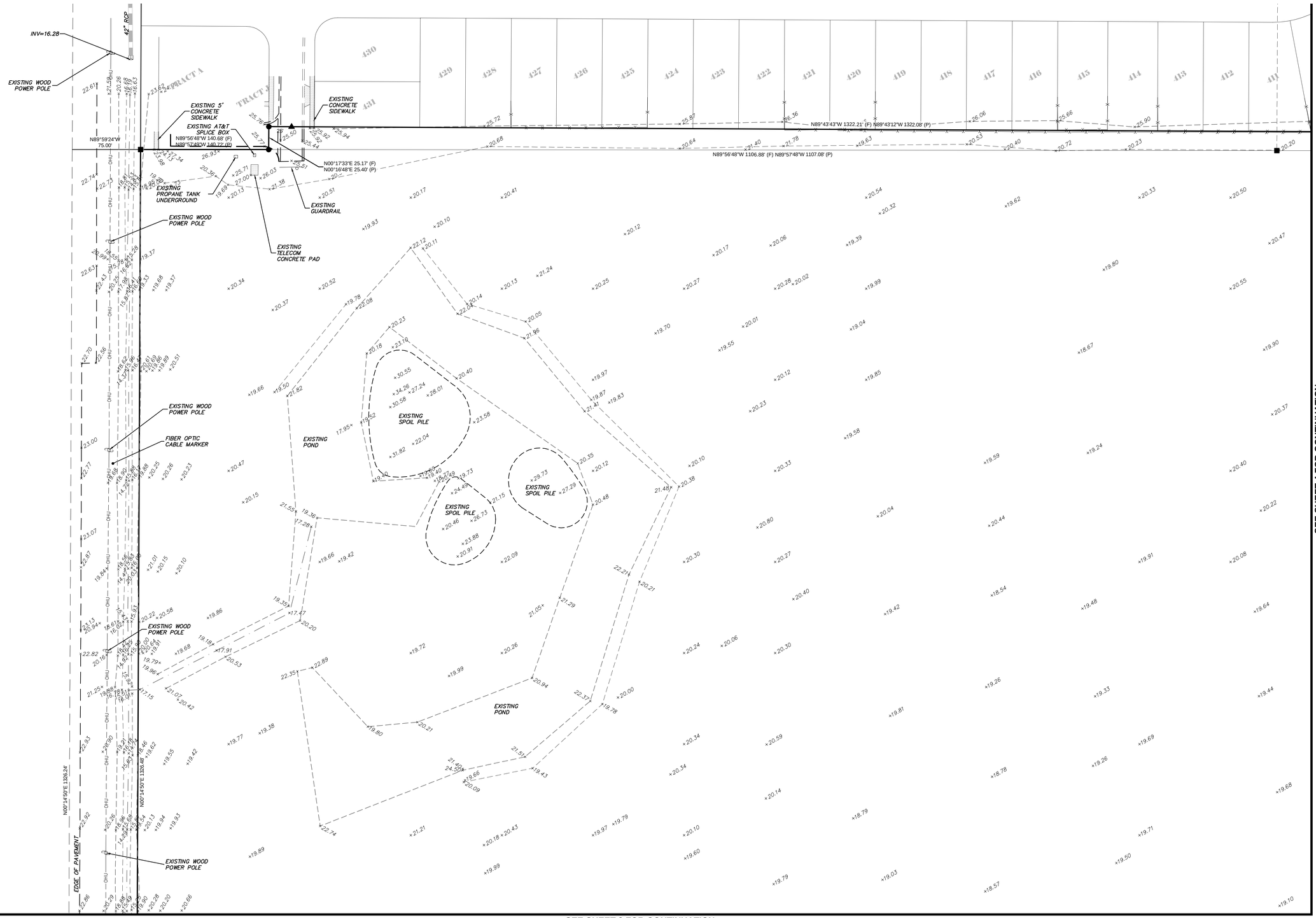
BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
11453.01

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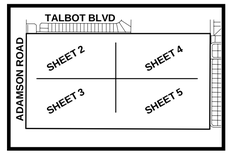
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1 of 5

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SEE SHEET 3 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



KEY MAP
N.T.S.

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
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FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

ABBREVIATIONS

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AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
CL	CENTERLINE
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EOC	END OF CURVE
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EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
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FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
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FIELD BOOK: ---
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DATE:	05/20/20
DESIGN/DRAWN:	LEH/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
11453.01

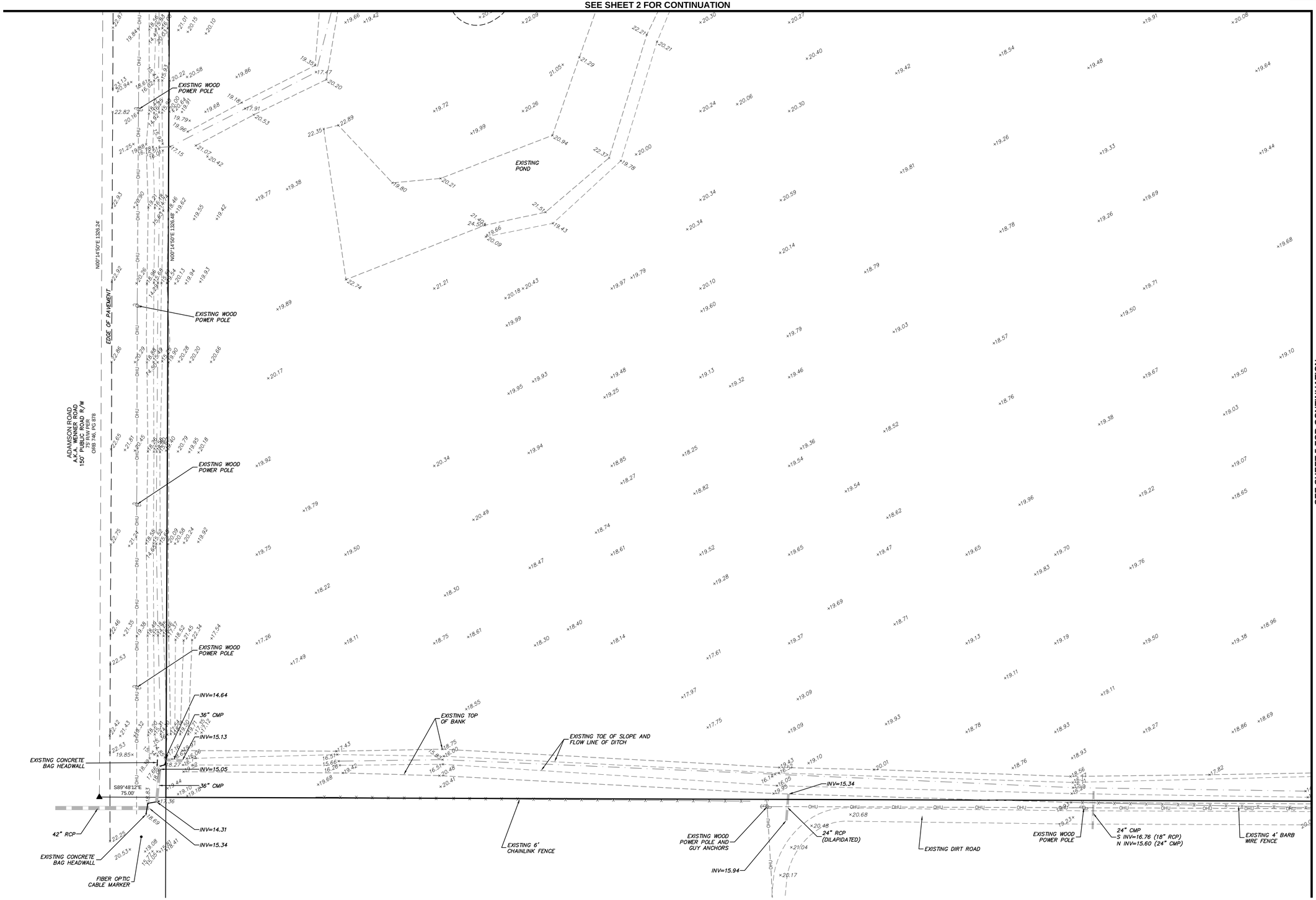
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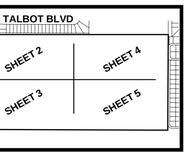
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SEE SHEET 2 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION



KEY MAP
N.T.S.

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LAND SURVEYING

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TYP	TYPICAL

FIELD BOOK: ---
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DESIGN/DRAWN:	LEH/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

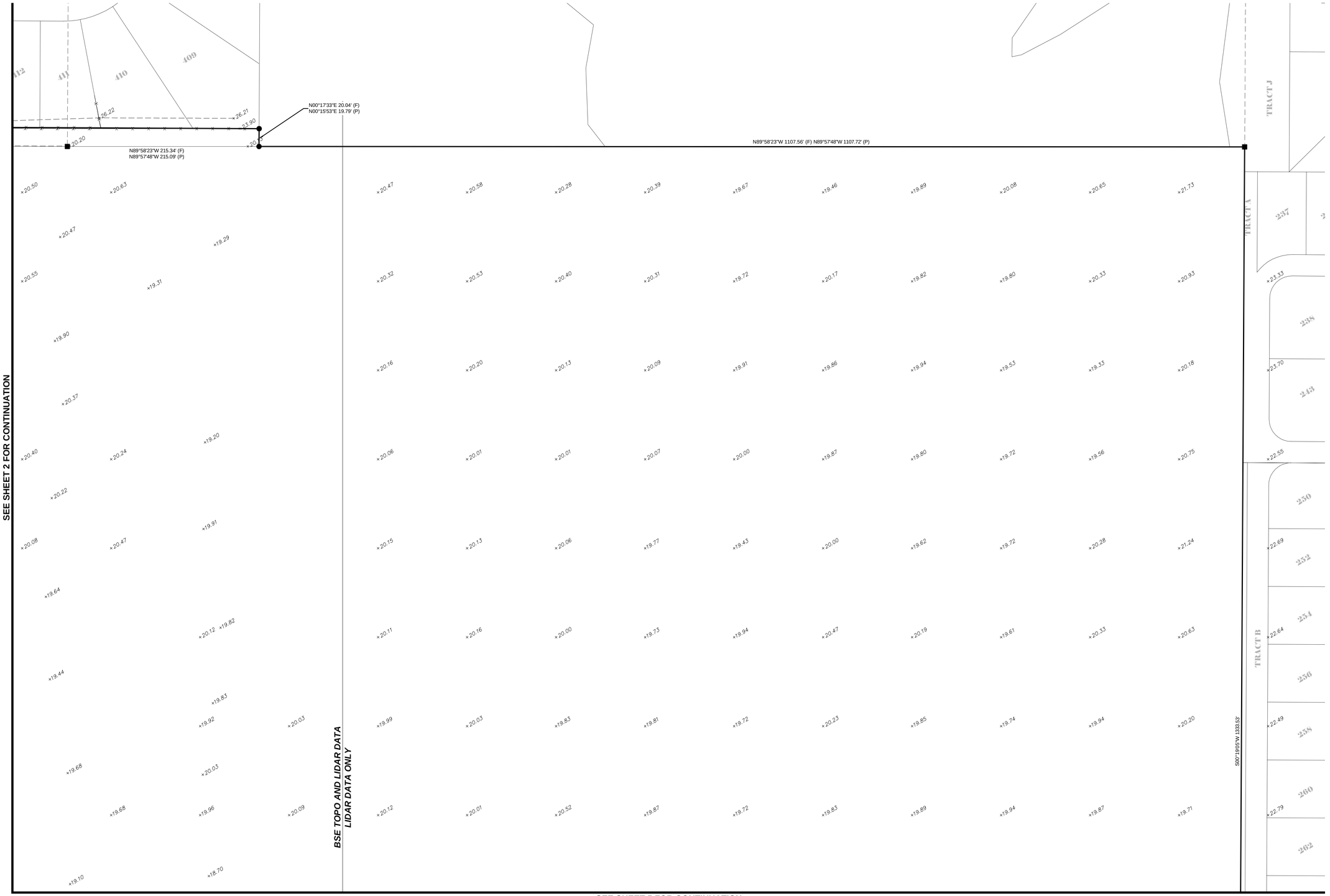
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DATE: 05/20/20
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PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
11453.01

DRAWING NO.
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SHEET
4 of 5

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SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

BSE TOPO AND LIDAR DATA
LIDAR DATA ONLY

TRACT B

S00°19'05"W 1283.53'

S89°48'12"E 2568.80'

252 254 256 258 260 262 264 266 268 270 272 274 276

EXISTING 4' BARB WIRE FENCE

EXISTING WOOD POWER POLE

INV=17.93

24" DIP

INV=19.03

EX DS
E INV=16.92

INV=18.91

27"X42" ERCP

EX DS
E INV=19.08

24" CMP
(DILAPIDATED)

38"X60" ERCP

EX DS
RIM=25.31

50 0 25 50
(IN FEET)

KEY MAP
N.T.S.

TALBOT BLVD
ADAMSON ROAD
SHEET 2
SHEET 4
SHEET 3
SHEET 5

B.S.E. CONSULTANTS, INC.
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FIELD BOOK: ---
PAGE(S): ---

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DATE: 05/20/20
DESIGN/DRAWN: LEH/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

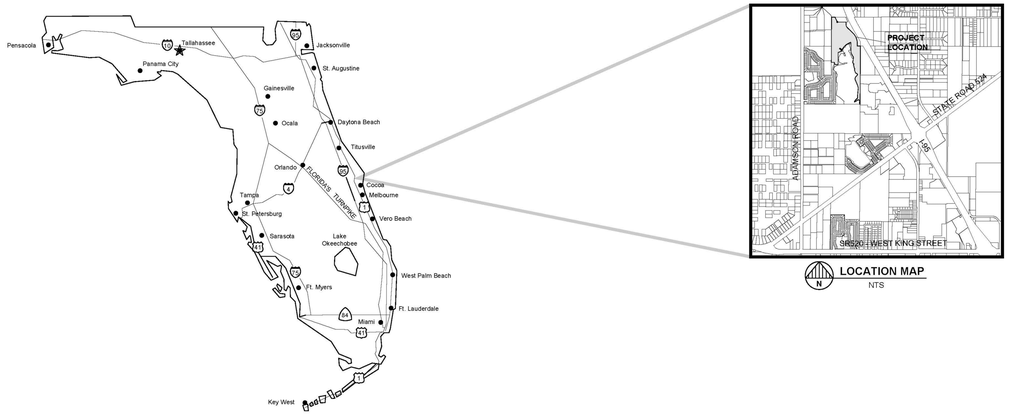
BOUNDARY & TOPOGRAPHIC SURVEY

PROJECT NO.
11453.01

DRAWING NO.
1145301_100_001

SHEET
5 of 5

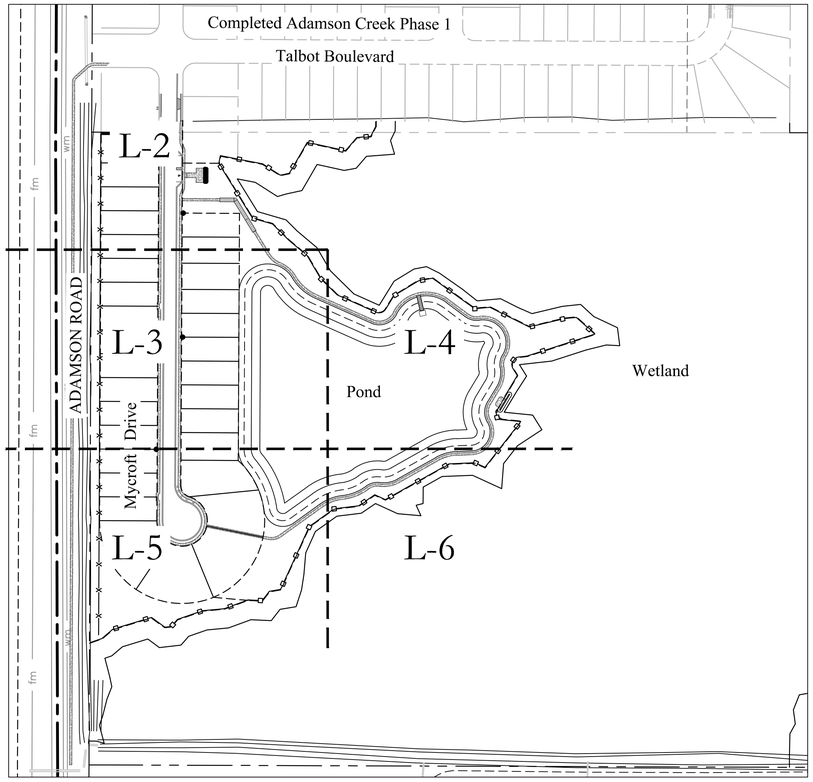
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LOCATION MAP
NTS

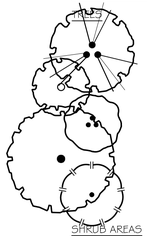
Note: plans are not to be used for construction unless marked "Approved" by the City of Cocoa.

Environmental Design Services
Landscape and Irrigation Design and Consulting
Phone: (321) 288-6143



Site Map
Scale: 1"=150'

PLANT SCHEDULE PHASE 2



	COMMON / BOTANICAL NAME	CONT	CAL	SIZE		QTY	REMARKS
	Red Maple / Acer rubrum	65 gal	3" DBH	12` ht x 5` sprd		15	
	Eagleston Holly / Ilex attenuata `Eagleston`	65 gal	3" DBH	12` ht x 5` sprd		6	
	Crape Myrtle / Lagerstroemia indica	45 gal	Multi-trunk, 3"DBH combined	10`-12`H x 3`-4`W		9	
	Southern Live Oak / Quercus virginiana	45 gal	3" DBH	12` ht x 5` sprd		16	
	Bald Cypress / Taxodium distichum	65 gal	3" DBH	12` ht x 5` sprd		18	
SHRUB AREAS	COMMON / BOTANICAL NAME	CONT	-	-	SPACING	QTY	REMARKS
	Dwarf Scarlet Bush / Hamelia patens `Compacta`	3 gal			30" o.c.	102	minimum 18"
SOD/SEED	COMMON / BOTANICAL NAME	CONT	-	-	SPACING	QTY	REMARKS
	Bahia Grass / Paspalum notatum `Argentine`	sod				18,654 sf	
	St. Augustine Sod / Stenotaphrum secundatum `Flontam`	sod				8,324 sf	

GENERAL LANDSCAPE NOTES

1.) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND QUANTITIES INDICATED ON THESE PLANS, BEFORE PRICING WORK.

2.) ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II" 1998 EDITION DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK. ALL SIZES SHOWN FOR PLANT MATERIAL ON THE PLAN ARE TO BE CONSIDERED MINIMUM. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN SHALL ALSO BE REQUIRED FOR ACCEPTANCE. ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED ON PLANS.

3.) LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT EFFECT PLANTING PROCEDURES OR IRRIGATION SYSTEM INSTALLATION. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES FOR ON THE DRAWING AND ANY UNDERGROUND UTILITIES OR SUBSURFACE STRUCTURES, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE DESIGNER. IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES BY HIS OWN NEGLIGENCE, THEY SHALL BE REPAIRED AT THE LANDSCAPE CONTRACTOR'S EXPENSE.

4.) LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE DESIGNER OR OWNER OF ANY CONDITIONS THAT WOULD PREVENT THE HEALTHY GROWTH OF PLANT SPECIES CALLED FOR ON THE DRAWINGS. THIS NOTIFICATION MUST OCCUR PRIOR TO CONTRACT AWARD.

5.) IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE GREATER QUANTITY SHALL GOVERN.

6.) PLANT MATERIAL SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL BE FREE OF DISEASE, INSECTS, EGGS, OR LARVAE, AND SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS. THEY SHALL BE FREE FROM PHYSICAL DAMAGE OR ADVERSE CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.

7.) PLANT MATERIAL MUST BE CONTAINER GROWN OR B&B (UNLESS TRANSPLANTED) AS INDICATED IN THE PLANT LIST. ALL PALMS SHALL BE FIELD GROWN

8.) PLANT MATERIAL SHALL CONFORM TO THE VARIETIES INDICATED IN THE PLANT LIST.

9.) SUBSTITUTION OF PLANT MATERIALS WILL NOT BE PERMITTED UNLESS AUTHORIZED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE. IF PROOF IS SUBMITTED THAT ANY PLANT SPECIFIED IS NOT OBTAINABLE, A PROPOSAL WILL BE CONSIDERED FOR USE OF THE NEAREST EQUIVALENT SIZE OR VARIETY WITH CORRESPONDING ADJUSTMENT OF CONTRACT PRICES.

10.) PLANT MATERIAL LOCATIONS AND BED OUTLINES SHALL BE STAKED OR FLAGGED ON SITE BY THE LANDSCAPE CONTRACTOR AND SHALL BE ADJUSTED IF REQUIRED TO FIT ACTUAL AS-BUILT CONDITIONS ON SITE AND APPROVED BY THE LANDSCAPE DESIGNER OR OWNER PRIOR TO INSTALLATION. PROPOSED PLANTINGS SHALL NOT BE PLACED IN THE FLOWLINE OF SWALES OR LOCATED WHERE THEY WILL IMPEDE WATER FLOW.

11.) A CRISP LINE, EITHER STRAIGHT OR CURVING, SHALL SEPARATE PLANT BEDS FROM SODDED OR SEEDED AREAS. ALL PLANTING BED AREAS TO HAVE 6" OF DARK, FRIABLE TOP SOIL OR BED MIX CHURNED INTO EXISTING SOIL.

12.) LANDSCAPE CONTRACTOR SHALL EXCAVATE PLANT PITS ACCORDING TO THE DRAWINGS.

13.) BACKFILL AROUND PLANT MATERIAL SHALL BE WORKED FIRMLY, TAMPED AND WATERED-IN UNDER AND AROUND THE ROOT BALL TO FILL VOIDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING PLANT MATERIAL A MINIMUM OF THIRTY (30) DAYS AFTER, INSTALLATION UNLESS OTHERWISE INSTRUCTED BY LANDSCAPE DESIGNER OR OWNER.

14.) LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL. NEW PLANT MATERIAL TO BE INSTALLED WILL BE FIELD ADJUSTED TO ACCOMMODATE EXISTING PLANT MATERIAL SUCH AS OVERHEAD CANOPY TREES, UNDERSTORY TREES AND SHRUBS OR GROUND COVER. THIS WILL INSURE EXISTING PLANT MATERIAL TO REMAIN IN ITS NATURAL STATE. THEREFORE, NO EXISTING PLANT MATERIAL WILL BE ALTERED BY REMOVING, CUTTING, TRIMMING OR DESTROYING IN ORDER TO INSTALL NEW PLANT MATERIAL.

15.) LANDSCAPE CONTRACTOR SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS. ANY DISCREPANCY IN THE DRAWINGS, OBSTRUCTION ON THE SITE, OR PRIOR WORK DONE BY ANOTHER PARTY WHICH THE LANDSCAPE CONTRACTOR FEELS PRECLUDES ESTABLISHING PROPER DRAINAGE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE DESIGNER OR OWNER. THE FINAL GRADE AND SOIL (THE LAST 6") SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR.

16.) AFTER PLANT MATERIAL HAS BEEN INSTALLED AND APPROVED, PLANTING BEDS SHALL BE RAKED TO AN EVEN GRADE TO CONFORM TO PRE-MULCHING FINISH GRADES. PLANTING BEDS AND PLANT SAUCERS SHALL THEN BE UNIFORMLY COVERED WITH A MINIMUM 3 INCH LAYER OF PINE BARK NUGGETS.

17.) PLANT MATERIAL BACKFILL MIXTURE SHALL BE THOROUGHLY MIXED AND DISTRIBUTED EVENLY THROUGHOUT THE PROPOSED PLANTING BED AREAS.

18.) ALL TREE STAKING TO BE DONE AS DETAILED. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR AS THE RESULT OF THE FAILURE TO STAKE TREES THAT ARE NOT AN ACT OF GOD AND THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR STRAIGHTENING TREES DURING THE GUARANTEE PERIOD.

19.) IN NEW PLANTED AREAS, GRADES SHALL BE ESTABLISHED BY THE LANDSCAPE CONTRACTOR AT APPROXIMATELY 3 INCHES BELOW CURBS, SIDEWALKS, HARDSCAPE AMENITIES, MOWING STRIPS, AND ABUTMENTS TO ALLOW FOR MULCH.

20.) THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH INSTALLATION OF IRRIGATION SYSTEM AND HARDSCAPE WORK.

21.) INCLUDING PERMITS TO WORK IN RIGHTS-OF-WAY.

22.) INSTALLED PLANT MATERIAL SHALL BE FERTILIZED WITH THE FOLLOWING APPLICATIONS:
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE PERMITS BEFORE COMMENCING CONSTRUCTION.
TREES AND SHRUBS: OSMOCOTE (14-14-14)
SHRUBS/GROUND COVER – 1/3 LB. PER 3-GALLON POT, 1/4 LB. PER 1-GALLON POT
TREES AND SHRUBS (OVER 5 FT. HT.) – 1 LB. PER 1 INCH OF TRUNK DIAMETER
SOD: (16-4-8) COMMERCIAL FERTILIZER – 18 LBS. PER 1,000 SQ. FT.
PALMS: (12-4-12) COMMERCIAL FERTILIZER – 1 LB. PER 1 INCH OF TRUNK DIAMETER

23.) THE LANDSCAPE CONTRACTOR SHALL MAINTAIN FULLY, PLANT MATERIAL ON SITE DURING AND BEFORE PLANTING, UNTIL THE WORK IS ACCEPTED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE.

24.) PLANTS SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR TO BE HEALTHY PLANTS AND IN FLOURISHING CONDITION OF ACTIVE GROWTH FOR ONE (1) YEAR FROM FINAL INSPECTION AND ACCEPTANCE.

25.) THE OWNER AND/OR OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH IN HIS OPINION DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT.

26.) IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE.

27.) CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF PREMISES AND REMOVAL OF DISCARDED AND SURPLUS MATERIALS AND RUBBISH.

28.) SOLID SOD SHALL BE INSTALLED IN THE AREAS AS INDICATED ON THE PLAN. VERIFY EXACT LOCATION AND AMOUNT OF SOD AS SHOWN TO FIT CONDITIONS.

29.) SOD AREAS FOR NEW ENTRIES SHALL BE ST. AUGUSTINE GRADE "FLORATAM" UNLESS OTHERWISE NOTED. SOD FOR OTHER BERM AREAS SHALL BE ARGENTINE BAHIA. FRESHLY CUT IN SQUARES ONE FOOT WIDE BY TWO FEET LONG. SOD SHALL BE HEALTHY, FREE OF INSECTS AND WEEDS AND IN NATURALLY FLOURISHING CONDITION. DRY, BROWN, AND UNFRESH SOD WILL BE REJECTED.

30.) SOD SHALL BE LAID END-TO-END AND SIDE-TO-SIDE IN A STAGGERED LINE TO FORM A UNIFORM LAYER. UNEVEN EDGES SHALL BE SQUARELY TRIMMED TO ALLOW CLOSE AND FIRM FITTING OF EACH PIECE.

31.) AFTER SODDING IS COMPLETED, THE ENTIRE SOD AREAS SHALL BE ROLLED AND WATERED BY HAND OR IRRIGATION SYSTEM EACH DAY FOR TWO WEEKS. SODDED AREAS SHALL THEN BE TOP-DRESSED WITH A COMMERCIAL FERTILIZER AS DIRECTED BELOW IN AN EVENLY BROADCAST PATTERN.

32.) LANDSCAPE CONTRACTOR TO PROVIDE PHOTOS OR SAMPLES OF ALL PLANT MATERIAL NOTED ON PLANT LIST TO LANDSCAPE DESIGNER FOR APPROVAL PRIOR TO INSTALLATION.

33.) LANDSCAPE CONTRACTOR TO NOTIFY THE LANDSCAPE DESIGNER PRIOR TO COMMENCING ANY LANDSCAPE WORK IF HIGH SALT CONTENT IS DISCOVERED ONCE THE IRRIGATION WELL IS ESTABLISED AND TESTED, AND/OR IF HE/SHE HAS CONCERNS THAT THE SPECIFIED LANDSCAPE MATERIAL WILL NOT TOLLERATE THE PROJECT SITE CONDITIONS.

Notes:
1. Contractor to install an automatic irrigation system designed to service all proposed trees and shrubbery shown on the plans.

2. All areas within the development footprint will be cleared. No existing trees to remain. See Civil Engineering plans for tree survey information.

2

1. A minimum of 3 trees shall be installed on each individual lot, one of which must be hardwood. All lot trees shall be a minimum of 3" DBH. A minimum of one of the trees shall be installed in the front yard of the lot.

Sunshine 811

FNGLA CERTIFIED PROFESSIONAL
FNGLA Certified Horticulture Professional

Brian K. Alderfer
HC3 02184
Certification valid through 12/31/2023

LSP LANDSCAPING
521 Thor Ave.
Palm Bay, FL 32909
Phone: (321) 724-6176
Fax: (321) 728-1053

REVISIONS:

No.	Date	Description	By
1.	11-28-22	Per City or Cocoa review comments / base changes	BKA
2.	4-7-23	Per City or Cocoa review comments	BKA
3.			
4.			

Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

SCALE: AS-NOTED

SHEET: 1 of 7

SHEET NO.: L-1

TALBOT BOULEVARD

ADAMSON ROAD

EXISTING WOODEN POWER POLE

TRACT A

TRACT J
Existing pool and cabana area.

PROPOSED SIDEWALK

EXISTING PROPANE TANK UNDERGROUND

EXISTING CONCRETE SIDEWALK

EXISTING AT&T SPLICE BOX

EXISTING TELECOM CONCRETE PAD

430

429

428

427

426

431

2

TRACT 1, 0.68 AC, +/-

EXISTING TREES TO REMAIN IN THIS AREA

TRACT D

Dwarf Scarlet Bush
3 gal (102)

Eagleston Holly
65 gal (6)

St. Augustine Sod
sod (432 sf)

TRACT B

MYCROFT DRIVE

FENCED LANDSCAPE BUFFER

St. Augustine Sod
sod (7,211 sf)

St. Augustine Sod
sod (299 sf)

Southern Live Oak
45 gal (7)

Bahia Grass
sod (15,700 sf)

461

PROPOSED MAIL CLUSTER BOX UNITS AREA. SEE CIVIL ENGINEERING PLANS FOR DETAILS.

TRACT A

EXISTING WOOD POWER POLE

Crape Myrtle
45 gal (9)

St. Augustine Sod
sod (382 sf)

460

PROPOSED 6' VINYL FENCE. SEE CIVIL ENGINEERING PLANS FOR DETAILS.

BOARDWALK. SEE CIVIL ENGINEERING PLANS FOR DETAILS

PARCEL 2
ORB 8071, PG 1946
78.45 AC, +/-

Bahia Grass
sod (2,954 sf)

SIDEWALK

LIGHTPOLE (TYP.)

PROPOSED SIDEWALK

459

432

Southern Live Oak
45 gal (2)

EXISTING TREES TO REMAIN IN THIS AREA

FENCED LANDSCAPE BUFFER

458

433

Matchline A (see sheet L-3)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

SCALE: 1"=20'

SHEET: 2 of 7

SHEET NO.: L-2

Matchline A (see sheet L-2)

ADAMSON ROAD

TRACT A

MYCROFT DRIVE

457

456

455

454

453

452

451

450

434

435

436

437

438

439

440

441

EXISTING WOOD POWER POLE

FIBER OPTIC CABLE MARKER

PROPOSED SIDEWALK

PROPOSED 6' VINYL FENCE. SEE CIVIL ENGINEERING PLANS FOR DETAILS.

EXISTING WOOD POWER POLE

LIGHTPOLE (TYP.)

Bald Cypress
65 gal (3)

Southern Live Oak
(1) 45 gal

Red Maple
65 gal (3)

SIDEWALK

EXISTING TREES TO REMAIN IN THIS AREA

FENCED LANDSCAPE BUFFER

2

EXISTING POND

TRACT A

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Matchline B (see sheet L-4)

Matchline C (see sheet L-6)

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Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

SCALE: 1"=20'

SHEET: 2 of 7

SHEET NO.: L-3

Matchline B (see sheet L-3)

FENCED LANDSCAPE BUFFER

Red Maple
(6) 65 gal

SIDEWALK

DOCK. SEE CIVIL ENGINEERING PLANS FOR DETAILS.

2

EXISTING TREES TO REMAIN IN THIS AREA

Bald Cypress
65 gal (5)

Southern Live Oak
45 gal (3)

FENCED LANDSCAPE BUFFER

EXISTING POND

TRACT A

TRACT C / WETLAND
PARCEL 2
ORB 8071, PG 1946
78.45 AC. +/-

FENCED LANDSCAPE BUFFER

SIDEWALK

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

Matchline D (see sheet L-5)

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Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

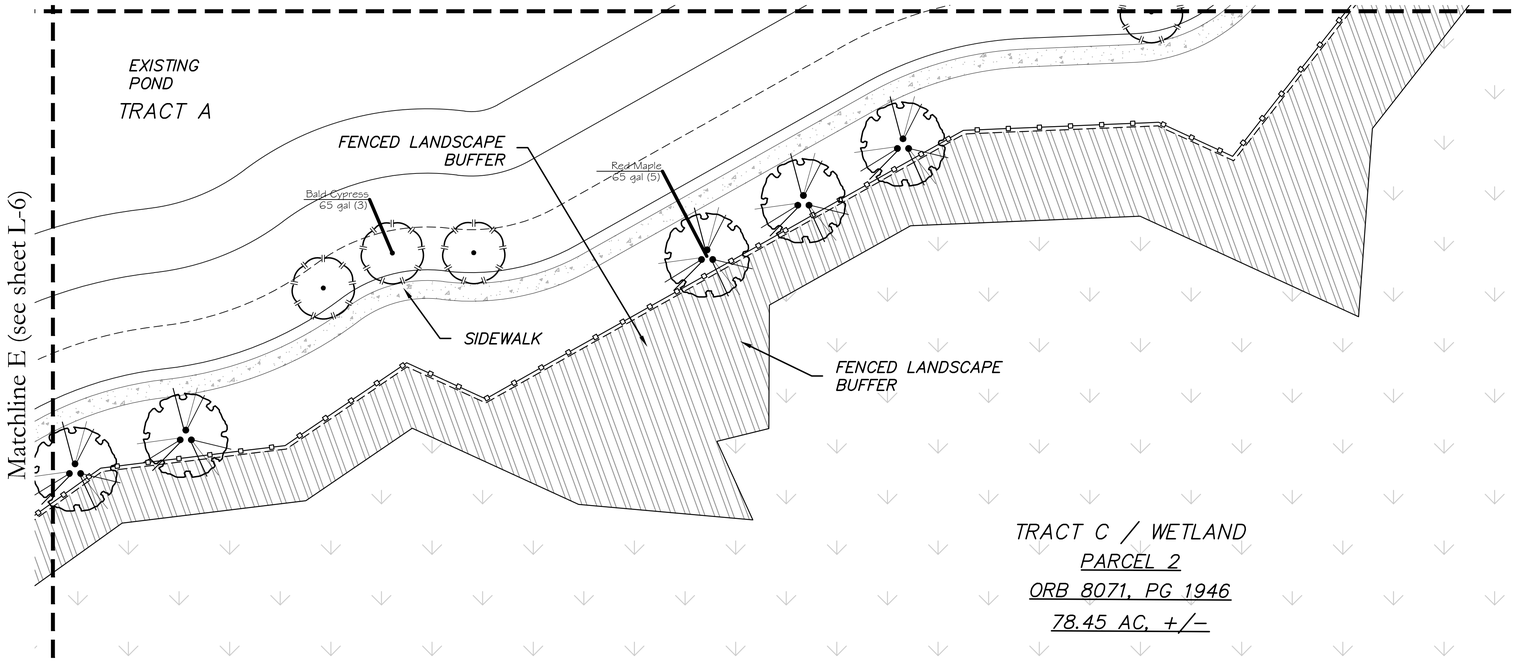
SCALE: 1"=20'

SHEET: 4 of 7

SHEET NO.: L-4

Matchline D (see sheet L-4)

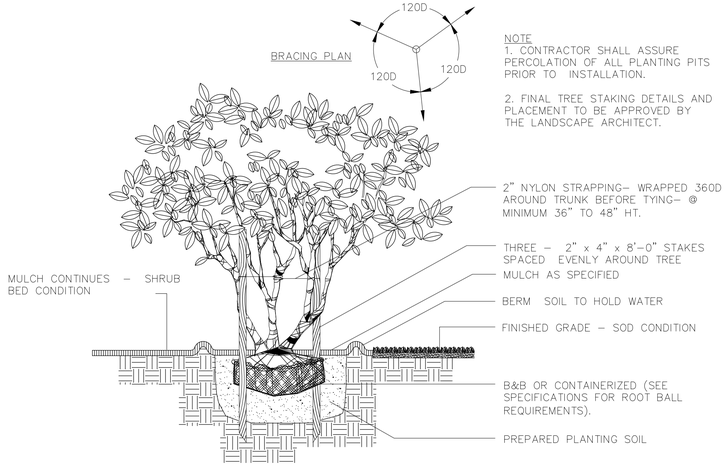
Matchline E (see sheet L-6)



GRAPHIC SCALE

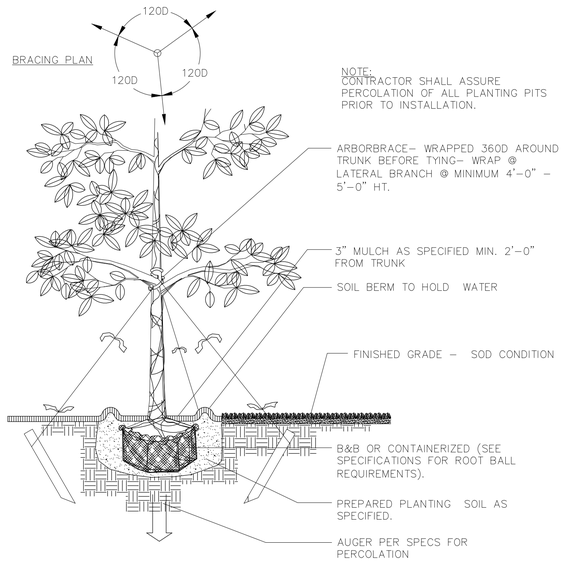
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



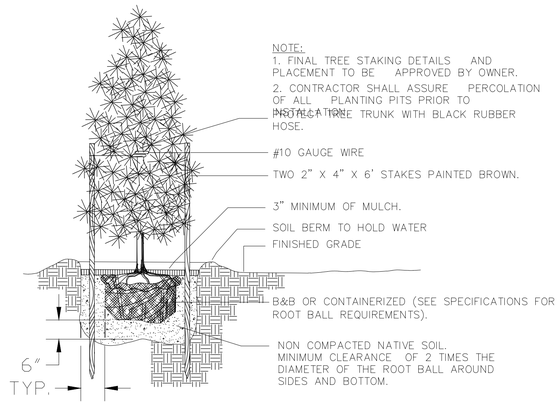
MULT-TRUNK TREE PLANTING/STAKING DETAIL

SCALE: N.T.S.



LARGE TREE PLANTING/STAKING DETAIL

SCALE: N.T.S.



SMALL TREE PLANTING/STAKING DETAIL

SCALE: N.T.S.

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Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

SCALE: 1"=20'

SHEET: 5 of 7

SHEET NO.: L-5

Matchline C (see sheet L-3)

ADAMSON ROAD

TRACT A

LIGHT POLE (TYP.)

449

448

447

446

445

444

443

442

MYCROFT DRIVE

PROPOSED SIDEWALK

EXISTING WOOD POWER POLE

PROPOSED 6' VINYL FENCE. SEE CIVIL ENGINEERING PLANS FOR DETAILS.

EXISTING WOOD POWER POLE

TRACT E

FENCED LANDSCAPE BUFFER

EXISTING TREES TO REMAIN IN THIS AREA

SIDEWALK

EXISTING POND TRACT A

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Red Maple
65 gal (1)

Bald Cypress
65 gal (3)

Southern Live Oak
45 gal (3)

EXISTING TREES TO REMAIN IN THIS AREA

TRACT C / WETLAND
PARCEL 2
ORB 8071, PG 1946
78.45 AC. +/-

Matchline E (see sheet L-6)

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Adamson Creek Phase 2
Cocoa, Florida
Landscape plans

NORTH:

DATE: 12-28-20

SCALE: 1"=20'

SHEET: 6 of 6

SHEET NO.: L-6

LANDSCAPE PLANTING

PART 1 – GENERAL
1.01 WORK INCLUDED

A. THE WORK INCLUDED IN THIS SECTION CONSISTS OF FURNISHING, PLANTING, WATERING, FERTILIZING AND MULCHING ALL PLANTS AND LAWN AREAS OF THE SPECIES, SIZE AND QUALITY IN THE LOCATIONS INDICATED ON THE DRAWINGS OR AS DISCUSSED WITH THE LANDSCAPE DESIGNER.

1.02 DELIVERY, STORAGE AND HANDLING

A. TRANSPORTATION AND INSPECTION: PLANT TRANSPORTATION SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS.

1.03 GUARANTEE

A. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTING WORK FOR A PERIOD OF SIX MONTHS AND ALL SOD FOR THREE MONTHS AFTER THE DATE OF FINAL ACCEPTANCE. DURING THIS PERIOD, THE LANDSCAPE CONTRACTOR SHALL CONTINUE THE OBSERVATION OF PLANTS AND GUARANTEED WORK. THE LANDSCAPE CONTRACTOR SHALL SUBMIT MONTHLY OBSERVATION REPORTS TO THE OWNERS WITH A COPY TO THE LANDSCAPE DESIGNER DURING THE GUARANTEE PERIOD. THE PURPOSE OF THESE REPORTS IS TO STATE ANY MAINTENANCE DEFICIENCIES OBSERVED. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO REPORT THESE TO PROTECT HIS GUARANTEE. FAILURE TO SUBMIT REPORTS ELIMINATES ANY CLAIMS THAT THE GUARANTEE IS NOT VALID DUE TO IMPROPER MAINTENANCE BY THE OWNER.

B. REPLACEMENT OF DEFECTIVE PLANTS: ANY DEAD PLANTS OR PLANTS SHOWING INDICATION OF PROBABL NO-SURVIVAL OR LACK OF HEALTH AND VIGOR, OR WHICH DO NOT EXHIBIT THE CHARACTERISTICS TO MEET SPECIFICATIONS, SHALL BE REPLACED WITHIN TWO WEEKS OF NOTICE FROM OWNER OR LANDSCAPE DESIGNER. ALL REPLACEMENT PLANTS SHALL BE FURNISHED/INSTALLED AT NO ADDITIONAL COST TO THE OWNER AND SHALL BE GUARANTEED FOR SIX MONTHS. ALL REPLACEMENTS SHALL MEET ORIGINAL SPECIFICATIONS.

C. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE DESIGNER TEN DAYS PRIOR TO THE END OF THE GUARANTEE PERIOD AND SUCH GUARANTEE SHALL BE EXTENDED UNTIL NOTIFICATION IS RECEIVED.

D. AT THE END OF THE GUARANTEE PERIOD, ALL PLANTS THAT ARE DEAD OR UNSATISFACTORY SHALL BE REPLACED WITHIN TWO WEEKS.

1.04 JOB CONDITIONS

A. PROTECTION: THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL MATERIALS AND WORK AGAINST INJURY FROM ANY CAUSES AND SHALL PROVIDE AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR THE PROTECTION OF THE PUBLIC. HE SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE NEGLIGENCE IN THE PROSECUTION OF THE WORK.

B. EXISTING CONDITIONS:

1. THE LANDSCAPE CONTRACTOR SHALL EXERCISE CARE IN DIGGING AND OTHER WORK SO AS NOT TO DAMAGE EXISTING WORK, INCLUDING UNDERGROUND PIPES AND CABLES, AND THE PIPES AND HYDRANTS OF WATERING SYSTEMS. SHOULD SUCH OVERHEAD OR UNDERGROUND OBSTRUCTIONS BE ENCOUNTERED WHICH INTERFERE WITH PLANTING, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OF ANY DAMAGE CAUSED BY HIS WORK. (SEE SECTION 3.01)

2. SHOULD ANY OBJECTIONABLE MATERIAL SUCH AS OLD CONCRETE, BRICKS OR OTHER DEBRIS BE ENCOUNTERED DURING PLANTING OPERATIONS, THEY SHALL BE REMOVED FROM THE SITE BY THE LANDSCAPE CONTRACTOR.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT GROWTH IN EXISTING ON-SITE SOILS. PRIOR TO COMMITMENT OF PLANT SHIPMENTS, THE LANDSCAPE CONTRACTOR SHALL EXAMINE THE SOILS IN ALL AREAS OF WORK BY CONDUCTING SOIL TESTS AND FILLING TEST HOLES WITH WATER TO DETERMINE IF SOIL CHEMISTRY AND DRAINAGE ARE SATISFACTORY. ANY UNSATISFACTORY CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE DESIGNER FOR POSSIBLE CORRECTIVE ACTION OR PLANT MATERIAL SUBSTITUTIONS. THE OWNER/LANDSCAPE DESIGNER RESERVES THE RIGHT TO MAKE CHANGES OR SUBSTITUTIONS IN PLANT TYPE OR QUANTITIES FOR THE PURPOSES OF INSURING PROPER PLANT GROWTH.

4. PRIOR TO WORK, LANDSCAPE CONTRACTOR SHALL BECOME FULLY FAMILIAR WITH THE SITE AND THE WORK OF ALL OTHER TRADES, INCLUDING HARDSCAPE AND GRADING, IN ORDER TO UNDERSTAND THE FULL EXTENT OF THE WORK.

1.05 QUALITY CONTROL

A. THE LANDSCAPE DESIGNER / OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE OPERATIONS, TO REJECT ANY AND ALL WORK AND MATERIAL THAT, IN HIS/HER OPINION, DO NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

B. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN.

C. ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND REGULATIONS.

D. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS.

1.06 QUANTITIES

A. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES SHOWN ON THE PLANT LIST AND PLANS, THE PLANS SHALL CONTROL.

PART 2 – PRODUCTS
2.01 MATERIALS
A. GENERAL:

1. NOMENCLATURE: ALL TREES, SHRUBS AND PLANTS SHALL BE TRUE TO NAME AS ESTABLISHED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE PUBLICATION "STANDARD PLANTS NAMES". THE DESIGNATED AUTHORITY FOR THE IDENTIFICATION OF ALL MATERIAL SHALL BE THE TWO PUBLICATIONS OF L.H. BAILY, "HORTUS III" AND "MANUAL OF CULTIVATED PLANTS", AND ALL SPECIMENS SHALL BE TRUE TO TYPE, NAME, ETC., AS DESCRIBED THEREIN.

2. GRADE STANDARDS AND QUALITY: ALL PLANTS SHALL BE NURSERY GROWN, AND SHALL COMPLY WITH ALL REQUIRED INSPECTION, GRADING STANDARDS AND PLANT REGULATIONS AS SET FORTH IN THE FLORIDA DEPARTMENT OF AGRICULTURE. "GRADES AND STANDARDS FOR NURSERY PLANTS," PARTS 1 AND 2 INCLUDING REVISIONS.

A. THE MINIMUM GRADE FOR ALL TREES AND SHRUBS SHALL BE FLORIDA NO. 1 UNLESS OTHERWISE INDICATED AND ALL PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE.

3. MEASUREMENTS: THE MINIMUM ACCEPTABLE SIZE OF PLANTS, MEASURED AFTER PRUNING, WITH BRANCHES IN NORMAL POSITIONS, SHALL CONFORM TO THE SPECIFIED SIZES AS SHOWN ON THE PLANS. SIZES SPECIFIED ARE MINIMUM STANDARDS. PLANTS SHALL BE EQUAL TO OR LARGER THAT ALL CATEGORIES (HEIGHT, SPREAD, CALIPER) OF SIZE SPECIFICATION. SUBSTANTIAL DEVIATIONS FROM THESE MEASUREMENTS MUST BE APPROVED BY LANDSCAPE DESIGNER. CALIPER OF TREE TRUNKS SHALL BE MEASURED ONE FOOT ABOVE ROOTBALL FOR TREES OVER 6 INCHES IN CALIPER, AND SHALL BE MEASURED 6 INCHES ABOVE THE ROOT BALL FOR TREES UNDER 6 INCHES IN CALIPER.

4. PLANT PROTECTION: PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE, BY BEING THOROUGHLY WATERED, KEPT MOIST, AND PROPERLY MAINTAINED UNTIL PLANTED.

B. PLANT MATERIALS: WITH REFERENCE TO METHOD OF CULTIVATION, ROOT SYSTEM STATUS, ETC., PLANTS FOR LANDSCAPING SHALL BE CLASSIFIED UNDER THE FOLLOWING DESIGNATIONS:

1. BALLED AND BURLAPPED: PLANTS SO CLASSIFIED SHALL BE DUG WITH FIRM NATURAL ROOT BALLS OF EARTH COMING FROM SINGULAR CLIMATIC AND SOIL CONDITIONS AS THOSE ON PROJECT SITE AND OF SUFFICIENT DIAMETER AND DEPTH TO INCLUDE MOST OF THE FIBROUS ROOTS. THE ROOT BALL OF THESE PLANTS SHALL BE PROPERLY WRAPPED WITH BURLAP SACK MATERIAL AND REMAIN PROTECTED AND WET UNTIL THEY ARE PLANTED. THE PLANTS SHALL BE HANDLED ONLY BY THE EARTH BALL AND NOT BY THE PLANT ITSELF. ALL BALLED AND BURPED PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY UPON DELIVERY SHALL BE SET ON THE GROUND AND SHALL BE WELL PROTECTED WITH SOIL, WET SOIL, WET MOSS, OR OTHER ACCEPTABLE MATERIAL. THE PLANTS SHALL BE SET WITH THE BURLAP COVER INTACT AND WITH THE BURLAP SHOWING, UNTIL INSPECTION. AT FINAL INSPECTION THE BURLAP MAY BE CUT AWAY TO GROUND LEVEL AND THEN COMPLETELY COVERED WITH SOIL.

BURLAP: SHALL BE PURE BURLAP, ORGANIC FIBER WITH THE ABILITY TO DECOMPOSE.

2. CONTAINER GROWN PLANTS:

A. CONTAINER GROWN PLANTS SHALL HAVE BEEN GROWN IN CONTAINERS LARGE ENOUGH AND FOR SUFFICIENT TIME FOR THE ROOT SYSTEM TO HAVE DEVELOPED WELL ENOUGH TO HOLD ITS SOIL TOGETHER FIRM AND WHOLE. NO PLANTS SHALL BE LOOSE IN THE CONTAINER. PLANTS THAT HAVE BECOME ROOT BOUND OR FOR WHICH THE TOP SYSTEM IS TOO LARGE FOR THE SIZE OF THE CONTAINER, WILL NOT BE ACCEPTABLE.

B. ALL CONTAINERS SHALL BE CUT AND OPENED FULLY, IN A MANNER SUCH AS WILL NOT DAMAGE THE ROOT SYSTEM. CONTAINER GROWN PLANTS SHALL NOT BE REMOVED FROM THE CONTAINER UNTIL IMMEDIATELY BEFORE PLANTING, WHEN ALL DUE CARE SHALL BE TAKEN TO PREVENT DAMAGE TO THE ROOT SYSTEM.

3. BARE ROOT PLANTS: NO BARE ROOT PLANTS SHALL BE USED, UNLESS SPECIFICALLY SPECIFIED.

4. GROW BAG PLANTS: NO GROW-BAG PLANTS SHALL BE USED UNLESS SPECIFIED.

C. PLANTING MATERIALS:

1. TOPSOIL:

A. TOPSOIL SHALL BE FRIABLE LOAM, TYPICAL OF CULTIVATED TOPSOIL LOCALLY, CONTAINING AT LEAST 5 PERCENT OF DECAYED ORGANIC MATTER (HUMUS). IT SHALL OCCUR AS ON-SITE NATURAL TOPSOIL WITH GOOD CHARACTERISTICS OR BE TAKEN FROM A WELL DRAINED, ARABLE SITE. IT SHALL BE REASONABLY FREE OF WEEDS, SUBSOIL, STONES, CLODS, STICKS, ROOTS OR OTHER OBJECTIONABLE EXTRANEOUS MATTER OR DEBRIS. IT SHALL NOT CONTAIN TOXIC MATERIALS AND SHALL HAVE ACIDITY RANGE OF PH 6.0 TO 7.0. TOPSOIL FROM NUT GRASS INFESTED AREAS WILL NOT BE ACCEPTABLE.

B. IF REQUESTED BY THE OWNER, SOIL TESTING SHALL BE PERFORMED AND ANALYZED BY A LABORATORY REGISTERED BY THE STATE. TESTING SHALL INCLUDE FERTILITY AND SUITABILITY ANALYSIS WITH WRITTEN RECOMMENDATIONS FOR FERTILIZER OR AMENDMENTS THAT SHALL TAKE PRECEDENCE OVER RATES OR ANALYSIS SPECIFIED IN THIS SECTION. SOIL TESTING SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY. SUBMIT TEST RESULTS TO THE OWNER FOR REVIEW.

C. PARTICLE SIZE DISTRIBUTION IN TOP 6"-12" OF SOIL:
COARSE SAND (1-2mm)/MEDIUM SAND (.25-.5mm):MIN. OF 60% OF PARTICLES SHALL FALL WITHIN THIS RANGE.
FINE SAND (.15-.25mm):NOT MORE THAN 20% OF PARTICLES SHALL FALL IN THIS RANGE.
VERY FINE SAND (.05-.15mm): NOT MORE THAN 5% OF PARTICELS SHALL FALL IN THIS RANGE.
SILT (.002-.05mm): NOT MORE THAN 5% OF PARTICELS SHALL FALL IN THIS RANGE.
CLAY (LESS THAN .002mm): NOT MORE THAN 3% OF PARTICELS SHALL FALL IN THIS RANGE.
(SOIL ANALYSIS FOR PARTICLE SIZE SHALL BE OBTAINED THROUGH PROJECT GEOTECHNICAL ENGINEER)

D. INFILTRATION OR PERCOLATION RATE OF SOIL: DESIRED LEVEL IS 2" PER HOUR.

E. SOIL PREPARATION: PRIOR TO COMMENCING WITH PLANTING, ROTOTILL ANY OR ALL AREAS THAT HAVE BEEN PREVIOUSLY COMPACTED OVER 90 PERCENT FOR OTHER CONSTRUCTION PURPOSES.

2. FERTILIZER: FERTILIZER SHALL BE A COMPLETE BALANCED BLEND FORMULA, OF WHICH PART OF THE ELEMENTS SHALL BE DERIVED FROM ORGANIC SOURCES. IT SHALL CONTAIN NITROGEN, PHOSPHORUS AND POTASSIUM AS WELL AS RECOMMENDED MICRONUTRIENTS SUCH AS MAGNESIUM, IRON, COPPER, ZINC, BORON, AND MANGANESE IN SULFATE FORM.

NITROGEN SHALL BE APPLIED OVER ALL TURF, SHRUB AND TREE AREAS AT A RATE OF 1 1/2 POUNDS PER 1,000 SQUARE FEET. THE COMPLETE FERTILIZER ANALYSIS SHALL BE APPROVED BY THE LANDSCAPE DESIGNER.

3. MULCH: PINE STRAW MULCH SHALL BE INSTALLED IN ALL NATURAL, NON-SODDED AREAS AT A DEPTH OF 4" AND SHALL BE CLEAN, BRIGHT AND FREE OF WEEDS, MOSS, STICKS AND OTHER DEBRIS.

PINE BARK MINI NUGGETS SHALL BE INSTALLED TO A DEPTH OF 3"-4" ALL BEDDING AREAS. MULCH SHALL BE RAKED TO PROVIDE A FINISHED APPEARANCE.

4. WATER: SUITABLE WATER FOR THE IRRIGATION OF THE NEW PLANTINGS DURING THE PROGRESS OF CONSTRUCTION SHALL BE PROVIDED AND PAID FOR BY THE LANDSCAPE CONTRACTOR, WHO SHALL ALSO FURNISH ADEQUATE WATERING EQUIPMENT.

5. STAKES AND TIES: STAKES AND TREE TIES SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF PARAGRAPH 3.02.B HEREINAFTER.

PART 3 – EXECUTION
3.01 PREPARATION

A. UNDERGROUND OBSTRUCTIONS:

1. THE LANDSCAPE CONTRACTOR, PRIOR TO CONSTRUCTION, SHALL VERIFY ALL UTILITIES.

2. UPON REQUEST FROM THE LANDSCAPE CONTRACTOR, THE OWNER SHALL PROVIDE PLANS SHOWING LOCATIONS OF UNDERGROUND UTILITIES AND/OR WILL ASSIST THE LANDSCAPE CONTRACTOR IN SECURING UNDERGROUND LOCATIONS FROM OTHER PUBLIC UTILITY COMPANIES, SUCH AS TELEPHONE, ELECTRICITY, ETC.

3. IN THE EVENT THAT ROCK, UNDERGROUND CONSTRUCTION WORK, UTILITY LINES OR OBSTRUCTION OUT OF THE ORDINARY ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION; ALTERNATIVE LOCATIONS SHALL BE SELECTED BY THE LANDSCAPE DESIGNER OR OWNER. WHERE LOCATIONS CANNOT BE CHANGED AND THE OBSTRUCTIONS MAY BE REMOVED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN 3-FEET BELOW GRADE AND NO LESS THAN 6-INCHES BELOW BOTTOM OF BALLS OR ROOTS WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE.

B. EXCAVATION OF PLANTING BEDS AND/OR PLANT HOLES:

1. WHERE EXCAVATION ENCOUNTERS MATERIAL WHICH ARE SUITABLE FOR PLANT GROWTH, THE PLANT HOLE EXCAVATIONS SHALL BE ROUGHLY CYLINDRICAL IN SHAPE, WITH THE SIDES APPROXIMATELY VERTICAL. PLANTS SHALL BE CENTERED IN THE HOLE, WITH THE TRUNK LOCATION AS SHOWN IN THE DRAWINGS. BOTTOMS OF THE HOLES SHALL BE UNDISTURBED NATURAL SUBGRADE PREVENTING THE TREE FROM SETTLING.

C. PROTECTION OF EXISTING TREES: THE LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING TREES FROM DAMAGE. WHERE DAMAGE DOES OCCUR, THE LANDSCAPE CONTRACTOR SHALL REMOVE THE DAMAGED TREE, THEN REPLACE IT IN KIND AND SIZE IN ACCORDANCE WITH THE INSTRUCTION OF THE LANDSCAPE DESIGNER AND THE APPROPRIATE SPECIFICATIONS, ALL AT NO ADDITIONAL COST TO THE OWNER.

D. GRADES: IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH (FINE) GRADE ALL LANDSCAPE AREAS ELIMINATING ALL SURFACE IRREGULARITIES, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS TO THE SATISFACTION OF THE LANDSCAPE DESIGNER

OR OWNER. NO PLANT MATERIAL SHALL BE PLANTED UNTIL FINAL GRADE HAS BEEN ESTABLISHED, ENSURING POSITIVE DRAINAGE, COMPACTED TO THE REQUIRED DEPTH, AND APPROVED BY THE LANDSCAPE DESIGNER OR OWNER.

E. ON SITES WHERE EXISTING VEGETATION EXISTS, THE CONTRACTOR SHALL PROVIDE A ONE TIME HERBICIDE APPLICATION TO ALL AREAS TO BE PLANTED PRIOR TO THE INSTALLATION OF THE NEW PLANTINGS. IF VEGETATION OR AREAS OF VEGETATION ARE NOT KILLED AFTER THE INITIAL APPLICATION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RETREAT THE AREAS AT NO ADDITIONAL COST TO THE OWNER.

3.02 PLANTING

A. SETTING OF PLANTS:

1. WHEN LOWERING INTO THE HOLE, THE PLANT SHALL REST ON A PREPARED HOLE BOTTOM SUCH THAT THE ROOTS ARE LEVEL WITH, OR SLIGHTLY ABOVE, THE LEVEL OF THEIR PREVIOUS GROWTH AND SO ORIENTED SUCH AS TO PRESENT THE BEST APPEARANCE. THE LANDSCAPE CONTRACTOR, WHEN SETTING PLANTS IN HOLES, SHALL MAKE ALLOWANCES OF ANY ANTICIPATED SETTLING OF THE PLANTS. IF WET CONDITIONS ARE ANTICIPATED, PLANTS SHALL BE SET 2 INCHES TO 3 INCHES HIGHER THAN NORMAL.

2. THE BACKFILL SHALL BE MADE WITH NATIVE TOPSOIL, AND SHALL BE FIRMLY RODDED AND WATERED-IN, SO THAT NO AIR POCKETS REMAIN. THE QUANTITY OF WATER APPLIED IMMEDIATELY UPON PLANTING SHALL BE SUFFICIENT TO THOROUGHLY MOISTEN ALL OF THE BACKFILLED EARTH. PLANTS SHALL BE KEPT IN A MOISTENED, BUT NOT SATURATED, CONDITION FOR THE DURATION OF THE ESTABLISHMENT PERIOD.

B. STAKING AND GUYING: IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL PLANTS IN A PLUMB, UPRIGHT POSITION UNTIL THE END OF THE GUARANTEE PERIOD. TYPE OF STAKING SHALL BE THE OPTION OF THE LANDSCAPE CONTRACTOR, ALTHOUGH ALL DAMAGED PLANTS RESULTING FROM THE LACK OF PROPER STAKING AND GUYING SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO EXPENSE TO THE OWNER. ALL THREE GUY WIRES SHALL BE FLAGGED WITH YELLOW SAFETY RIBBON.

C. PRUNING:

1. ALL BROKEN OR DAMAGED ROOTS SHALL BE CUT OFF SMOOTHLY AND THE TOPS OF ALL TREES SHALL BE PRUNED IN A MANNER COMPLYING WITH STANDARD HORTICULTURAL PRACTICE. AT THE TIME PRUNING IS COMPLETED, ALL REMAINING WOOD SHALL BE ALIVE. FINE PRUNING FOR TREE SHAPE AND APPEARANCE SHALL BE DONE ONLY UNDER THE DIRECTION OF THE LANDSCAPE DESIGNER OR OWNER.

2. AT THE END OF THE GUARANTEE PERIOD, AT LEAST 80 PERCENT OF THE WOOD REMAINING SHALL BE ALIVE.

D. MULCHING: WITHIN ONE WEEK AFTER THE PLANTING, MULCH MATERIAL SHALL BE UNIFORMLY APPLIED TO A MINIMUM LOOSE THICKNESS OF 3 INCHES OVER THE ENTIRE AREA OF THE BACKFILLED HOLE OR BED. THE MULCH SHALL BE MAINTAINED CONTINUOUSLY IN PLACE UNTIL THE TIME OF FINAL INSPECTION.

E. WATERING: THE LANDSCAPE CONTRACTOR SHALL CONTINUE WATERING FOR AS LONG AS IS NECESSARY TO PROPERLY ESTABLISH THE NEW PLANTINGS. CARE SHALL BE TAKEN TO PREVENT STAINING OF NEW CONSTRUCTION WHERE TEMPORARY WELL WATER IS USED.

F. PEST CONTROL: PRIOR TO FINAL ACCEPTANCE, OCCURRENCE OF SCALES, BORERS, FOLIAR FEEDERS, APHIDS, MITES, LEAF-SPOT AND DIEBACK, NEMATODES AND CANKER-PRODUCING FUNGI, SHALL BE TREATED WITH APPROPRIATE PESTICIDE.

G. ALL PLANTS SHALL RECEIVE THE SPECIFIED FERTILIZER PRIOR TO FINAL ACCEPTANCE.

3.03 BERMING

A. FILL DIRT SHALL BE LOCALLY OBTAINED MATERIAL FROM NATURALLY DRAINED SOURCES, FREE FROM DRY, ORGANIC DEBRIS, STONES LARGER THAN 1-INCH DIAMETER AND OTHER MATERIALS HARMFUL TO SUCCESSFUL DRAINAGE AND PLANT GROWTH. SOIL SHALL BE WELL MIXED AND CONTAIN NO MORE THAN 25 PERCENT MUCK.

B. GRADE AREAS INDICATED WITH UNIFORM LEVELS OR SLOPES WITH NO MORE THAN 4:1 MAXIMUM SLOPE. BERMS SHALL BE GENTLY ROLLING AND PARABOLIC.

C. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, RUTTED, OR OTHERWISE DAMAGED AREAS.

3.04 SODDING

A. THE SOD SHALL BE OF FIRM, TOUGH TEXTURE HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT. IT SHALL CONTAIN NO BERMUDA GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION. THE SOIL EMBEDDED IN THE SOD SHALL BE GOOD CLEAN EARTH, FREE FROM STONES AND DEBRIS. THE SOD SHALL BE FREE FROM FUNGUS, VERMIN AND OTHER DISEASES. FINAL TURF SHALL HAVE NO AREA GREATER THAN 6 SQUARE INCHES OF UNSODDED AREA.

B. SOLID SOD SHALL BE LAID WITH CLOSELY ABUTTING JOINTS WITH A EVEN SURFACE. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO BRING THE SOD EDGE IN A NEAT, CLEAN MANNER TO THE EDGE OF ALL PAVING AND SHRUB AREAS. AFTER THE SOD IS LAID, IF AN EVEN SURFACE IS NOT ACHIEVED, A TOP DRESSING OF CLEAN SAND WILL BE EVENLY APPLIED OVER THE ENTIRE SURFACE AND THOROUGHLY WASHED IN, IF DETERMINED NECESSARY. PEG SOD ON SLOPES AS REQUIRED TO PREVENT SLIPPAGE. FERTILIZE ALL SOD: 1 POUND NITROGEN PER 1,000 SQUARE FEET.

C. ON SITES WHERE EXISTING VEGETATION EXISTS, THE CONTRACTOR SHALL PROVIDE A ONE TIME HERBICIDE APPLICATION TO ALL AREAS TO BE SODDED PRIOR TO THE INSTALLATION OF THE NEW SOD. IF VEGETATION OR AREAS OF VEGETATION ARE NOT KILLED AFTER THE INITIAL APPLICATION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RETREAT THE AREAS AT NO ADDITIONAL COST TO THE OWNER.

3.05 FIELD QUALITY CONTROL

A. MAINTENANCE PRIOR TO FINAL ACCEPTANCE:

1. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE. PLANTS SHALL BE WATERED, MULCHED, WEEDED, PRUNED, SPRAYED, FERTILIZED, CULTIVATED AND OTHERWISE MAINTAINED AND PROTECTED FOR THE PERIOD OF TIME STATED ABOVE. SOD SHALL BE MOWED, IF REQUIRED.

2. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE POSITION, PLANTING SAUCER RESTORED AND DEAD MATERIAL REMOVED. GUYS SHALL BE TIGHTENED AND REPAIRED.

3. DEFECTIVE WORK SHALL BE CORRECTED AS SOON AS POSSIBLE AFTER IT BECOMES APPARENT AND WEATHER AND SEASON PERMIT. UPON COMPLETION OF PLANTING, THE LANDSCAPE CONTRACTOR SHALL REMOVE FROM THE SITE EXCESS SOIL AND DEBRIS, AND REPAIR ANY DAMAGE TO STRUCTURES, ETC., RESULTING FROM PLANTING OPERATIONS.

4. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROTECTION AGAINST MECHANICAL DAMAGE. THIS SHALL INCLUDE PROVIDING PROTECTION FROM VEHICLES, INCLUDING THE POSTING OF APPROVED WARNING SIGNS AND BARRICADES, AS NEEDED. THE LANDSCAPE CONTRACTOR SHALL REPAIR, RESTORE OR REPLACE ANY PLANTS OR PLANTING AREAS WHICH MIGHT BECOME DAMAGED AS A RESULT OF ANY NEGLIGENCE BY THE LANDSCAPE CONTRACTOR IN COMPLYING WITH THESE REQUIREMENTS. AS A SPECIFIC REQUIREMENT OF THESE CONDITIONS, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL PLANTS AT THE TIME OF FINAL ACCEPTANCE, EXHIBIT THE CHARACTERISTICS AND QUALIFICATIONS REQUIRED FOR THE GRADE OF PLANT AS ORIGINALLY SPECIFIED.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL WATERING REQUIRED IF IRRIGATION PROVES TO BE INADEQUATE FOR FRESHLY PLANTED MATERIAL.

6. EXCEPT AS OTHERWISE SPECIFIED, THE LANDSCAPE CONTRACTOR'S WORK SHALL CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE.

B. FINAL ACCEPTANCE:

1. UPON COMPLETION OF ALL WORK, INCLUDING MAINTENANCE, THE LANDSCAPE CONTRACTOR SHALL ARRANGE FOR A FINAL REVIEW. THE LANDSCAPE WORK MAY BE REVIEWED FOR ACCEPTANCE IN PARTS, PROVIDED THE WORK COMPRISES OF ONE FULL UNIT OR AREA OF SUBSTANTIAL SIZE.

2. DATE OF FINAL ACCEPTANCE SHALL MARK THE BEGINNING OF THE GUARANTEE PERIOD.

C. GUARANTEE REVIEW: AT THE END OF THE GUARANTEE PERIOD, REVIEW OF PLANTS WILL BE MADE BY THE LANDSCAPE DESIGNER OR OWNER UPON WRITTEN NOTICE REQUESTING SUCH REVIEW, SUBMITTED BY THE LANDSCAPE CONTRACTOR AT LEAST TEN DAYS BEFORE THE ANTICIPATED WALK-THRU. ALL DEFECTS DISCOVERED SHALL BE REPAIRED OR REPLACED BY THE LANDSCAPE CONTRACTOR.

3.06 ADJUSTMENT AND CLEANING

A. CLEANING UP THE SITE: UPON COMPLETION OF ANY LANDSCAPE PROJECT, THE LANDSCAPE CONTRACTOR MUST THOROUGHLY CLEAN UP THE PROJECT SITE. IN ADDITION TO REMOVING ALL EQUIPMENT, UNUSED MATERIALS, DELETERIOUS MATERIAL, AND SURPLUS EXCAVATED MATERIAL, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL DISTURBED AREAS AND THE AREAS ADJACENT TO THE NEW PLANTINGS TO PROVIDE A NEAT AND UNIFORM SITE. ALL DAMAGED OR ALTERED EXISTING STRUCTURES, AS A RESULT OF THE LANDSCAPE WORK, SHALL BE CORRECTED.

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REVISIONS:

No.	Date	Description	By
1	11-28-22	Per City or Cocoa review comments / base changes	BKA
2.	4-7-23	Per City or Cocoa review comments	BKA
3.			
4.			

Adamson Creek Phase 1 C
Cocoa, Florida
Landscape specifications

NORTH:

DATE: 12-28-20

SCALE: NONE

SHEET: 7 of 7

SHEET NO.: L-7

Traffic Signal Warrant Study

SR 524 at Adamson Road
(Brevard County / City of Cocoa)

LTG Job No.: 5770.05

Prepared For:

D.R. HORTON

Prepared By:

LTG Engineering & Planning

1450 W. Granada Blvd., Suite 2
Ormond Beach, Florida 32714

April 5, 2023

Engineer of Record: George Galan
P.E. No. 60080

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Adamson Creek Phase 2 – Traffic Signal Warrant Study (TSWS)

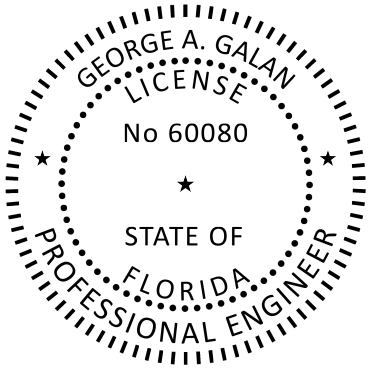
LOCATION: Cocoa, Florida

CLIENT: D.R. Horton – East Florida Division

JOB #: 5770.05

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
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This item has been electronically signed and sealed by: George Galan, P.E. (FL#60080) on date shown using a digital signature.

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Appendix A – Preliminary Site Plan
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EXECUTIVE SUMMARY

LTG, Inc. has conducted a Traffic Signal Warrant Study (TSWS) at the intersection of SR 524 at Adamson Road for the proposed Adamson Creek Phase 2 residential development in the City of Cocoa, Florida. Based on the results of the analysis and engineering judgment, the following conclusion and recommendation were developed:

The intersection meets:

- Warrant 2: Four-Hour Vehicular Volume.

LTG's analysis was based on methods which are consistent with those set forth in the *Manual on Uniform Traffic Control Devices* (MUTCD) and standard practice in the State of Florida.

INTRODUCTION

LTG, Inc. has been retained by D.R. Horton – East Florida Division to conduct a preliminary Traffic Signal Warrant Study (TSWS) at the intersection of SR 524 at Adamson Road for the proposed development of Adamson Creek Phase 2 in the City of Cocoa, Florida.

The development will consist of 39 Single-Family Detached Housing dwelling units for Phase 1A and 30 Single-Family Detached Housing dwelling units for Phase 30. The proposed development is located on Adamson Road approximately one mile north of SR 524 in the city of Cocoa, Florida. The proposed build-out year is 2023. The development will access the external roadway network via one full access driveway on Adamson Road. Figure 1 illustrates the study intersection relative to the surrounding network. A preliminary site plan depicting the proposed layout is provided as Appendix A.

The purpose of this study is to determine if signal warrants are met with the inclusion of the proposed development at the intersection of SR 524 at Adamson Road. The analysis methods used in conducting this study are consistent with those set forth in the *Manual on Uniform Traffic Control Devices* (MUTCD), the *Manual on Uniform Traffic Studies* (MUTS), and Florida Department of Transportation (FDOT) guidelines and procedures. This report documents the existing conditions, future conditions, signal warrant analysis, and recommendations.



Adamson Creek Phase 2

N

NTS

Project Location

Project Number: 5770.05

Figure 1

LTG Engineering & Planning

1049 Eber Boulevard, Melbourne, Florida 32904
Telephone: 321.499.4679 Fax: 321.499.4680

EXISTING CONDITIONS

SR 524 is maintained by FDOT as an Access Class IV roadway, and is presently a two-lane, northeast-southwest, undivided facility with a posted speed limit of 55 miles per hour (mph) in the vicinity of the study intersection. Adamson Road is presently a two-lane, north-south, undivided facility with a posted speed limit of 50 mph. A condition diagram for the intersection graphically depicted in Figure 2 and images of the intersection are included on the following pages (Image 1 through Image 4). Significant features of the intersection are summarized in Table 1 below:

Table 1
Summary of Existing Conditions
Adamson Creek Phase 2 - TSWS

Feature	Description
Main Street	SR 524
Side Street	Adamson Road
Area Location	The intersection is located in Cocoa, Florida, approximately 1.2 miles west of Interstate 95
Surrounding Development	Residential developments/Vacant land
Land Uses at Intersection	Residential
Pedestrian Generators	None
Traffic Control	This intersection is under one-way stop control.
SR 524	Function – Southwest to Northeast arterial roadway
	Connectivity – SR 520 (southwest) and Interstate 95 (northeast)
	Cross Section – Two-lane undivided roadway
	Posted Speed Limit – 55 mph
	Alignment – Angled and level
	Sidewalks – None
	Utilities – None
	Street Lighting – None
Adamson Road	Function – North-South arterial roadway
	Connectivity – SR 528 (north) and SR 524 (south)
	Cross Section – Two-lane undivided roadway
	Posted Speed Limit – 50 mph
	Alignment - Straight and level
	Sidewalks – None
	Utilities – Utility Poles located on westside of roadway
	Street Lighting – None
Other Distinct Features	None



ADAMSON CREEK PHASE 2	SIGN POWER POLE LIGHT POLE FENCE TREE	Location ID: SR 524 County: BREVARD City: COCOA Drawn By: AF Date: 03-30-2023	LTG Engineering & Planning GEORGE GALAN 1450 W. GRANADA BLVD. SUITE 2 ORMOND BEACH, FLORIDA 32174 PH: 386.257.2571 FAX: 386.257.6996 CERTIFICATE OF AUTHORIZATION NO. 9227	CONDITION DIAGRAM	FIGURE NO. 2



Image 1: Northeast – SR 524



Image 2: Southwest – SR 524



Image 3: Southbound – Adamson Road

Existing Traffic Volumes

Twelve-hour turning movement counts were collected for the east, west, and south approaches at the intersection of SR 524 at Adamson Road on Wednesday, March 8, 2028. The eight highest hours were identified from the 12-hour turning movement counts. The eight highest count hours selected include 7:00 AM to 9:00 AM, 10:00 AM to 2:00 PM, and 4:00 PM to 6:00 PM.

The raw count data is included in Appendix C. Table 2 summarizes the minimum and maximum volumes and the average percentage of distribution of turning movements during the eight highest hours:

Table 2
Turning Movement Count Summary
Adamson Creek Phase 2 - TSWS

Movement		EB		WB		SB	
		Min	Max	Min	Max	Min	Max
Left	Volume	55	134	0	0	150	281
	Avg %	52%		0%		69%	
Through	Volume	70	102	65	144	0	0
	Avg %	48%		42%		0%	
Right	Volume	0	0	85	209	74	121
	Avg %	0%		58%		31%	

QUALITATIVE ASSESSMENT

The intersection of SR 524 at Adamson Road was observed on Thursday March 30, 2023 during the PM peak hour to assess existing operating conditions and to determine if installing a traffic signal would be potentially beneficial. The following conditions were observed:

General Observations:

- Sufficient gaps on mainline for minor street to perform their turning movement.
- The weather conditions were sunny with dry roadway conditions.
- A large number of heavy vehicles and trailers were observed.

Northeast and Southwest (SR 524):

- High traffic volumes and high-speed vehicles observed.
- Two vehicles traveling northeast were observed using the shoulder to drive around vehicles waiting to turn eastbound left.
- Due to the road alignment and the southbound left turning vehicles driving past the stopped bar, eastbound left turning vehicles have to perform a wider turn to avoid collision.

Southbound (Adamson Road):

- Due to the angled alignment of SR 524, vehicles performing a left turn drive approximately 25-feet past the stop bar in order to perform their movement due to sight distance issues.
- Southbound left turning vehicles were observed entering the intersection to perform a 2-stage maneuver while northeast left turning vehicles would be waiting for a gap to complete their turn.

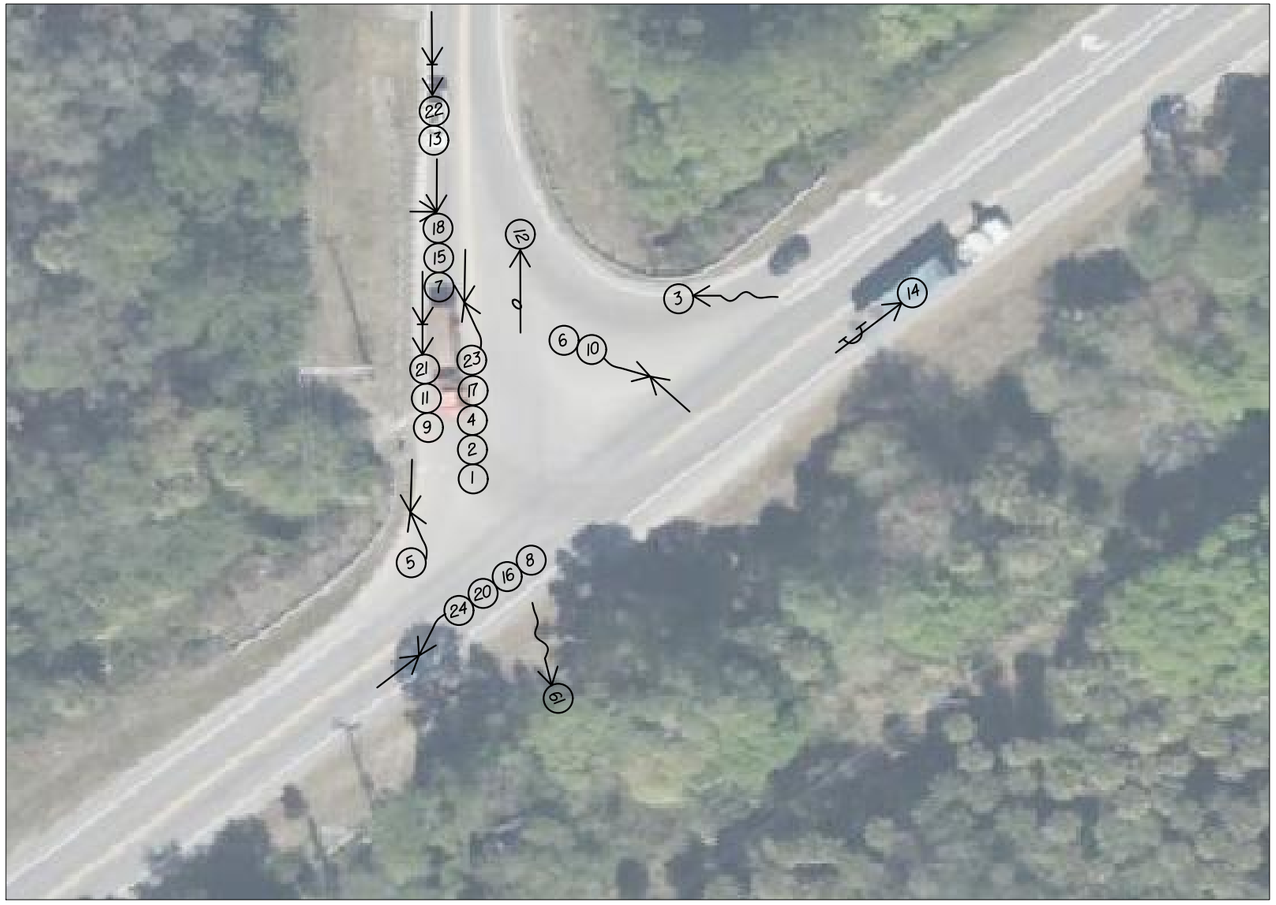
COLLISION SUMMARY

Crash Data for a five-year period (January 1, 2018, to December 31, 2022) was obtained from Signal Four Analytics for the intersection of SR 524 and Adamson Road. A total of 24 crashes were reported, and consisted of the following types:

  - 3 angle collisions
  - 9 left turn collisions
  - 3 right turn collisions
  - 5 rear end collisions
  - 1 side swipe collision
  - 3 single vehicle collisions (overturned vehicle, fixed object collision, and loss of control)

- Five (5) of the crashes resulted in ten (10) total injuries.
- Twenty-two (22) crashes occurred during daytime, and two (2) crashes occurred during nighttime.
- Twenty-One (21) crashes occurred on dry pavement conditions, and three (3) crashes occurred during wet pavement conditions.

A detailed collision summary featuring the long form crashes is provided in Table 3 and graphically depicted in Figure 3.



N

0 20 40

FEET

Location ID: SR 524 at Adamson Road
County: Brevard County
City: Cocoa
Drawn By: CCC

CRASH SUMMARY				
	PROP. DMG. ONLY	INJURY	FATAL	TOTAL
DAYTIME	17	5	0	22
NIGHTTIME	2	0	0	2
TOTAL	19	5	0	24

ADAMSON CREEK PHASE 2

RIGHT/LEFT TURN COLLISION
OUT OF CONTROL
REAR-END COLLISION
SIDE SWIPE
OVERTURNED VEHICLE
FIXED OBJECT
ANGLE COLLISION

Location ID: SR 524
County: BREVARD
City: COCOA
Drawn By: CCC
Date: 03-30-2023

LTG Engineering & Planning
GEORGE GALAN
1450 W. GRANADA BLVD. SUITE 2
ORMOND BEACH, FLORIDA 32174
PH: 386.257.2571 FAX: 386.257.6996
CERTIFICATE OF AUTHORIZATION NO. 9227

COLLISION DIAGRAM

FIGURE NO.

3

Table 3
Collision Summary
Adamson Creek Phase 2 - TSWS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION — FORM 750-020-06 TRAFFIC ENGINEERING

CRASH SUMMARY — 3/31/2023

LOCATION:			Cocoa		S.R. NO.:			SR 524	
INTERSECTING ROUTE:					M.P.:			ENGINEER: George Galan	
STUDY PERIOD FROM:			1/1/2018		TO:		12/31/2022	COUNTY: Brevard	
NO.	DATE	DAY	TIME	FATAL	INJURY	PROPERTY DAMAGE	DAY / NIGHT	WET/ DRY	CONTRIBUTING CAUSE
1	9/13/2018	Thursday	3:20 PM	-	1	$ 10,000.00	DAY	Dry	Left Turn Collision
2	8/30/2018	Thursday	11:05 AM	-	3	$ 20,000.00	DAY	Wet	Left Turn Collision
3	2/21/2018	Wednesday	12:15 PM	-	-	$ 3,100.00	DAY	Dry	Collision with Fixed Object
4	1/27/2018	Saturday	11:05 AM	-	-	$ 7,000.00	DAY	Dry	Left Turn Collision
5	3/2/2018	Friday	12:00 PM	-	1	$ 4,700.00	DAY	Dry	Right Turn Collision
6	1/23/2019	Wednesday	1:00 PM	-	-	$ 11,000.00	DAY	Wet	Right Turn Collision
7	8/7/2019	Wednesday	4:39 PM	-	-	$ 12,500.00	DAY	Dry	Angle Collision
8	3/22/2019	Friday	8:57 PM	-	-	$ 4,000.00	NIGHT	Dry	Left Turn Collision
9	5/30/2019	Thursday	7:38 AM	-	-	$ 500.00	DAY	Dry	Rear End Collision
10	4/29/2019	Monday	9:15 AM	-	-	$ 200.00	DAY	Dry	Right Turn Collision
11	10/22/2019	Tuesday	4:40 PM	-	-	$ 2,050.00	DAY	Dry	Rear End Collision
12	10/28/2019	Monday	7:49 AM	-	-	$ 5,000.00	DAY	Dry	Overturn/Rollover
13	4/24/2019	Wednesday	7:30 AM	-	-	$ 2,700.00	DAY	Dry	Rear End Collision
14	2/19/2020	Wednesday	12:51 PM	-	-	$ 4,500.00	DAY	Dry	Side Swipe
15	9/25/2020	Friday	5:19 PM	-	-	$ 18,100.00	DAY	Dry	Angle Collision
16	12/17/2020	Thursday	3:50 PM	-	-	$ 5,000.00	DAY	Dry	Left Turn Collision
17	12/3/2020	Thursday	4:40 PM	-	-	$ 11,500.00	DAY	Dry	Left Turn Collision
18	7/15/2020	Wednesday	1:33 PM	-	-	$ 8,000.00	DAY	Dry	Angle Collision
19	11/5/2021	Friday	9:36 PM	-	-	$ 3,500.00	NIGHT	Wet	One Vehicle
20	8/3/2021	Tuesday	12:30 PM	-	-	$ 1,100.00	DAY	Dry	Left Turn Collision
21	10/22/2021	Friday	5:48 PM	-	3	$ 13,000.00	DAY	Dry	Rear End Collision
22	4/19/2022	Tuesday	8:40 AM	-	2	$ 1,700.00	DAY	Dry	Rear End Collision
23	9/2/2022	Friday	12:37 PM	-	-	$ 5,000.00	DAY	Dry	Left Turn Collision
24	7/14/2022	Thursday	2:40 PM	-	-	$ 8,000.00	DAY	Dry	Left Turn Collision
TOTAL				0	10	$ 162,150.00			

TOTAL NO.	FATAL	INJURY	P.D.	ANGLE	LEFT TURN	RIGHT TURN	REAR END	SIDE SWIPE
24	0	5	19	3	9	3	5	1
ONE VEHICLE	PED	DAY	NIGHT	WET	DRY	EXCESS SPEED	FTY R/W	DUI
3	0	22	2	3	21	0	0	0

TOTAL VEHICLES ENTERING/ADT:		CRASH RATE: MEV	-	

FUTURE CONDITIONS

The evaluation of signal warrants was based on future roadway conditions. The following presents the methods used to determine the traffic volumes for the signal warrant evaluations.

Background Conditions

The background hourly traffic was determined by factoring the raw traffic count data using FDOT's Seasonal Factor. Table 5 presents the background hourly variation through the intersection for the eight highest hours. The four highest hourly volumes were selected by adding the major and minor street approach.

Project Trip Generation

Trip generation for the proposed development was determined using the trip generation rates published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*. The daily trips generated for the development are provided in Table 4. Phase 1A and Phase 2 are expected to generate 757 total external daily trips (379 entering and 378 exiting) at build-out.

Table 4
Trip Generation
Adamson Creek Phase 2 - TSWS

Time Period	Phase	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	1A	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	39	DU	50%	50%	212	212	424
	2				30	DU	50%	50%	167	166	333
Totals:									**379**	**378**	**757**

Hourly Trip Variation

The proposed development is located on the east side of Adamson Road approximately 1.0-mile north of SR 524. The proposed development will access the development through the existing intersection.

The Central Florida Regional Planning Model (CFRPM) was used to determine the project trip distribution (Appendix C). Based on the distribution, 6.45% will access the development from the north and 93.55% will access the development from the south. At the study area intersection, the model distribution assigns 15.11% of the project trips will come from the southwest and 78.44% of the project trips will come from the northeast. To determine the hourly entering/exiting project trips at the intersection, the daily project trips were multiplied by the project distribution and the hourly variation percentage from the ITE *Hourly Distribution of Entering and Existing Vehicles* by Land-Use (see Appendix D). The project trips were added to the existing traffic volumes to generate 2023 hourly build-out volumes.

The project hourly trips were added to the background hourly traffic to provide the total approach hourly volumes. Please note that due to the high-speed limit along SR 524, seventy (70%) percent of the volume was used to determine the signal warrants.

Table 6 presents the predicted hourly variation projected trips exiting and entering the site through the intersection for the eight highest hours. The four highest hourly volumes were selected by adding the major and minor street approach

Table 5
Background Hourly Traffic – Major and Minor Streets
Adamson Road Phase 2 – TSWS

Time		Eastbound and Westbound - SR 524			Southbound – Adamson Rd.
From	To	EB Hourly Traffic a=(RD*SF)	WB Hourly Traffic b=(RD*SF)	Background Hourly Traffic c=(a+b)	SB Hourly Traffic d=(RD*SF)
7:00 AM	8:00 AM	139	161	300	385
8:00 AM	9:00 AM	163	202	365	400
10:00 AM	11:00 AM	196	208	404	267
11:00 AM	12:00 PM	189	223	412	252
12:00 PM	1:00 PM	196	210	406	247
1:00 PM	2:00 PM	181	244	425	231
4:00 PM	5:00 PM	179	353	532	248
5:00 PM	6:00 PM	204	370	574	207

Table 6
Hourly Variation of Project Traffic – Major and Minor Streets
Adamson Road Phase 2 - TSWS

Time		Percent of 24-hour Existing traffic		Eastbound and Westbound - SR 524								Southbound - Adamson Rd.			
		Land Use													
		210													
From	To	Enter	Exit	EB Raw Data (RD)	EB Hourly Traffic (a=RD*SF)	WB Raw Data (RD)	WB Hourly Traffic (b=RD*SF)	Background Hourly Traffic c=(a+b)	EB Hourly Project Trips (d)	WB Hourly Project Trips (e)	Total Hourly Traffic (T=c+d+e)	SB Raw Data (RD)	SB Hourly Traffic (f=RD*SF)	SB Hourly Project Trips (g)	Total Hourly traffic (T=f+g)
7:00 AM	8:00 AM	3.1%	10.0%	139	139	161	161	300	2	9	311	385	385	35	420
8:00 AM	9:00 AM	3.8%	8.5%	163	163	202	202	365	2	11	378	400	400	30	430
10:00 AM	11:00 AM	4.2%	5.6%	196	196	208	208	404	2	12	419	267	267	20	287
11:00 AM	12:00 PM	5.4%	5.1%	189	189	223	223	412	3	16	431	252	252	18	270
12:00 PM	1:00 PM	5.7%	5.7%	196	196	210	210	406	3	17	426	247	247	20	267
1:00 PM	2:00 PM	6.1%	6.0%	181	181	244	244	425	3	18	447	231	231	21	252
4:00 PM	5:00 PM	10.5%	7.4%	179	179	353	353	532	6	31	569	248	248	26	274
5:00 PM	6:00 PM	10.0%	7.3%	204	204	370	370	574	6	30	609	207	207	26	233

Abbreviations: RD = Raw Data, SF = Seasonal Factor, and GR = Growth Rate

A seasonal Factor of 1.00 was applied to the data.

Appendix D contains the eastbound, westbound, and southbound hourly trip variation calculations.

SIGNAL WARRANT ANALYSIS

The traffic volumes and geometric conditions were compared with the warrants for the installation of traffic signals contained in the latest edition of the *Manual on Uniform Traffic Control Devices* (MUTCD).

For the purposes of the Signal Warrant Analysis, SR 524 was considered the major street and Adamson Road was considered the minor street. The analysis was performed under 2023 build-out year conditions. Warrants 1A, 1B, and 2 were evaluated. The signal warrant forms are included as Appendix E. Table 7 and Table 8 summarizes the results of the analyses during the study hours:

Table 7
Summary of Signal Warrant Analysis – Background Conditions
Adamson Road Phase 2 – TSWS

Warrant		Applicable	Satisfied	Comments
1A	Minimum Vehicular Volume	Yes	No	**Warrant is not satisfied.**
1B	Interruption of Continuous Traffic	Yes	No	**Warrant is not satisfied.**
2	Four-Hour Vehicular Volume	Yes	Yes	**Warrant is satisfied.**
3A	Peak-Hour Delay	No	No	This warrant is not applicable.
3B	Peak-Hour Volume	No	No	This warrant is not applicable.
4	Pedestrian Volume	No	No	This warrant is not applicable.
5	School Crossing	No	No	This warrant is not applicable.
6	Coordinated Signal System	No	No	This warrant is not applicable.
7	Crash Experience	No	No	This warrant is not applicable.
8	Roadway Network	No	No	This warrant is not applicable.

Table 8
Summary of Signal Warrant Analysis – Build-Out Conditions
Adamson Road Phase 2 - TSWS

Warrant		Applicable	Satisfied	Comments
1A	Minimum Vehicular Volume	Yes	No	**Warrant is not satisfied.**
1B	Interruption of Continuous Traffic	Yes	No	**Warrant is not satisfied.**
2	Four-Hour Vehicular Volume	Yes	Yes	**Warrant is satisfied.**
3A	Peak-Hour Delay	No	No	This warrant is not applicable.
3B	Peak-Hour Volume	No	No	This warrant is not applicable.
4	Pedestrian Volume	No	No	This warrant is not applicable.
5	School Crossing	No	No	This warrant is not applicable.
6	Coordinated Signal System	No	No	This warrant is not applicable.
7	Crash Experience	No	No	This warrant is not applicable.
8	Roadway Network	No	No	This warrant is not applicable.

RECOMMENDATIONS

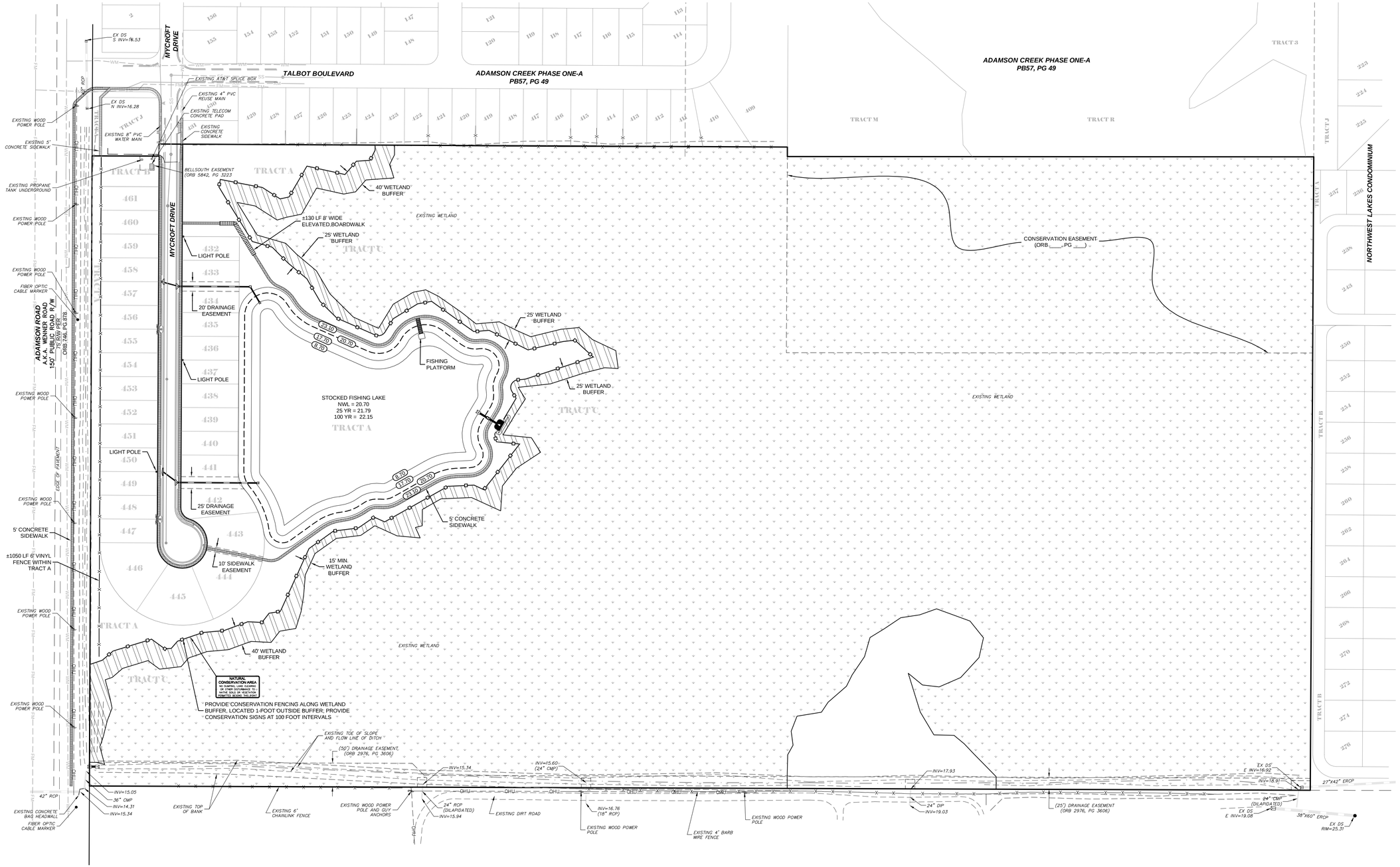
Based on the results of the Signal Warrant Analyses and engineering judgement of projected 2023 build-out conditions, the intersection of SR 524 at Adamson Road warrants a traffic signal under background and build-out conditions due to the following:

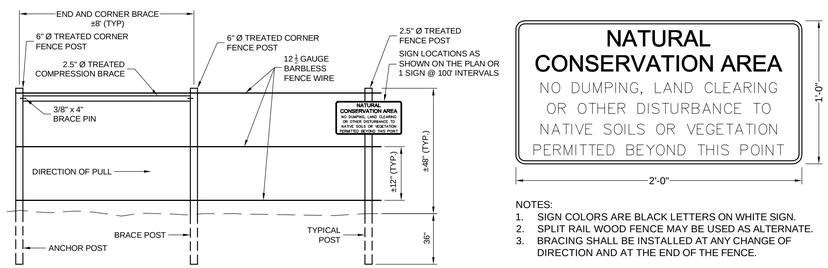
The intersection meets:

- Warrant 2: Four-Hour Vehicular Volume.

Appendices

Appendix A
Preliminary Site Plan





NOTES:
1. SIGN COLORS ARE BLACK LETTERS ON WHITE SIGN.
2. SPLIT RAIL WOOD FENCE MAY BE USED AS ALTERNATE.
3. BRACING SHALL BE INSTALLED AT ANY CHANGE OF DIRECTION AND AT THE END OF THE FENCE.

CONSERVATION FENCE AND SIGN DETAIL
NTS

VERTICAL DATUM: NAVD88
CONVERSION FROM NAVD88 TO NGVD29: ADD 1.3' TO NAVD88 ELEVATION

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

100 0 50 100
(IN FEET)

1 CITY COMMENTS	01/20/21
2 COUNTY/SJRWMD COMMENTS	01/14/21
3 SJRWMD COMMENTS	11/04/20
4 CITY COMMENTS	10/16/20
DATE:	05/19/20
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE
ADAMSON CREEK PH 2

SHEET TITLE
SITE PLAN (OVERALL)

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_402_008

SHEET
8 of 20

H:\Projects Folder\11453.01.01\Drawings\11453010I_402\11453010I_402_008.dwg March 9, 2021 3:03:39 PM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Appendix B

Turning Movement Counts and FDOT's Seasonal Factor

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 7000 BREVARD COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.02	1.07
2	01/03/2021 - 01/09/2021	1.02	1.07
3	01/10/2021 - 01/16/2021	1.03	1.08
4	01/17/2021 - 01/23/2021	1.02	1.07
5	01/24/2021 - 01/30/2021	1.00	1.05
6	01/31/2021 - 02/06/2021	0.99	1.04
7	02/07/2021 - 02/13/2021	0.98	1.03
* 8	02/14/2021 - 02/20/2021	0.97	1.02
* 9	02/21/2021 - 02/27/2021	0.95	1.00
*10	02/28/2021 - 03/06/2021	0.94	0.99
*11	03/07/2021 - 03/13/2021	0.93	0.98
*12	03/14/2021 - 03/20/2021	0.91	0.96
*13	03/21/2021 - 03/27/2021	0.92	0.97
*14	03/28/2021 - 04/03/2021	0.94	0.99
*15	04/04/2021 - 04/10/2021	0.95	1.00
*16	04/11/2021 - 04/17/2021	0.96	1.01
*17	04/18/2021 - 04/24/2021	0.96	1.01
*18	04/25/2021 - 05/01/2021	0.97	1.02
*19	05/02/2021 - 05/08/2021	0.98	1.03
*20	05/09/2021 - 05/15/2021	0.98	1.03
21	05/16/2021 - 05/22/2021	0.99	1.04
22	05/23/2021 - 05/29/2021	1.00	1.05
23	05/30/2021 - 06/05/2021	1.00	1.05
24	06/06/2021 - 06/12/2021	1.01	1.06
25	06/13/2021 - 06/19/2021	1.01	1.06
26	06/20/2021 - 06/26/2021	1.02	1.07
27	06/27/2021 - 07/03/2021	1.03	1.08
28	07/04/2021 - 07/10/2021	1.04	1.09
29	07/11/2021 - 07/17/2021	1.04	1.09
30	07/18/2021 - 07/24/2021	1.05	1.11
31	07/25/2021 - 07/31/2021	1.06	1.12
32	08/01/2021 - 08/07/2021	1.06	1.12
33	08/08/2021 - 08/14/2021	1.07	1.13
34	08/15/2021 - 08/21/2021	1.07	1.13
35	08/22/2021 - 08/28/2021	1.07	1.13
36	08/29/2021 - 09/04/2021	1.06	1.12
37	09/05/2021 - 09/11/2021	1.05	1.11
38	09/12/2021 - 09/18/2021	1.04	1.09
39	09/19/2021 - 09/25/2021	1.04	1.09
40	09/26/2021 - 10/02/2021	1.03	1.08
41	10/03/2021 - 10/09/2021	1.03	1.08
42	10/10/2021 - 10/16/2021	1.02	1.07
43	10/17/2021 - 10/23/2021	1.03	1.08
44	10/24/2021 - 10/30/2021	1.03	1.08
45	10/31/2021 - 11/06/2021	1.03	1.08
46	11/07/2021 - 11/13/2021	1.03	1.08
47	11/14/2021 - 11/20/2021	1.03	1.08
48	11/21/2021 - 11/27/2021	1.03	1.08
49	11/28/2021 - 12/04/2021	1.03	1.08
50	12/05/2021 - 12/11/2021	1.02	1.07
51	12/12/2021 - 12/18/2021	1.02	1.07
52	12/19/2021 - 12/25/2021	1.02	1.07
53	12/26/2021 - 12/31/2021	1.03	1.08

* PEAK SEASON

DE TRAFFIC

detraffic.com
(386) 341-4186
Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023
Page No : 1

Groups Printed- Automobiles - Commercial

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	59	0	23	82	0	12	17	29	0	0	0	0	15	15	0	30	141
07:15 AM	50	0	29	79	0	20	23	43	0	0	0	0	15	23	0	38	160
07:30 AM	80	0	28	108	0	23	23	46	0	0	0	0	12	25	0	37	191
07:45 AM	92	0	24	116	0	21	22	43	0	0	0	0	13	21	0	34	193
Total	281	0	104	385	0	76	85	161	0	0	0	0	55	84	0	139	685
08:00 AM	72	0	28	100	0	20	34	54	0	0	0	0	18	27	0	45	199
08:15 AM	72	0	32	104	0	20	40	60	0	0	0	0	19	28	0	47	211
08:30 AM	84	0	28	112	0	15	35	50	0	0	0	0	16	24	0	40	202
08:45 AM	51	0	33	84	0	16	22	38	0	0	0	0	14	17	0	31	153
Total	279	0	121	400	0	71	131	202	0	0	0	0	67	96	0	163	765
09:00 AM	28	0	15	43	0	20	12	32	0	0	0	0	8	17	0	25	100
09:15 AM	30	0	22	52	0	12	24	36	0	0	0	0	8	25	0	33	121
09:30 AM	39	0	18	57	0	19	21	40	0	0	0	0	10	28	0	38	135
09:45 AM	26	0	17	43	0	18	30	48	0	0	0	0	6	23	0	29	120
Total	123	0	72	195	0	69	87	156	0	0	0	0	32	93	0	125	476
10:00 AM	45	0	29	74	0	19	36	55	0	0	0	0	21	23	0	44	173
10:15 AM	43	0	17	60	0	16	25	41	0	0	0	0	10	27	0	37	138
10:30 AM	49	0	21	70	0	18	30	48	0	0	0	0	32	27	0	59	177
10:45 AM	31	0	32	63	0	21	43	64	0	0	0	0	35	21	0	56	183
Total	168	0	99	267	0	74	134	208	0	0	0	0	98	98	0	196	671
11:00 AM	47	0	29	76	0	19	29	48	0	0	0	0	22	22	0	44	168
11:15 AM	37	0	13	50	0	22	32	54	0	0	0	0	26	29	0	55	159
11:30 AM	42	0	25	67	0	22	45	67	0	0	0	0	23	24	0	47	181
11:45 AM	39	0	20	59	0	19	35	54	0	0	0	0	23	20	0	43	156
Total	165	0	87	252	0	82	141	223	0	0	0	0	94	95	0	189	664
12:00 PM	39	0	21	60	0	14	37	51	0	0	0	0	26	22	0	48	159
12:15 PM	39	0	28	67	0	17	31	48	0	0	0	0	30	27	0	57	172
12:30 PM	36	0	19	55	0	15	43	58	0	0	0	0	21	28	0	49	162

DE TRAFFIC

detraffic.com
(386) 341-4186
Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023

Groups Printed- Automobiles - Commercial

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
12:45 PM	36	0	29	65	0	19	34	53	0	0	0	0	17	25	0	42	160
Total	150	0	97	247	0	65	145	210	0	0	0	0	94	102	0	196	653
01:00 PM	34	0	11	45	0	25	34	59	0	0	0	0	18	17	0	35	139
01:15 PM	34	0	15	49	0	19	29	48	0	0	0	0	28	14	0	42	139
01:30 PM	48	0	21	69	0	19	46	65	0	0	0	0	35	19	0	54	188
01:45 PM	41	0	27	68	0	24	48	72	0	0	0	0	26	24	0	50	190
Total	157	0	74	231	0	87	157	244	0	0	0	0	107	74	0	181	656
02:00 PM	42	0	19	61	0	13	33	46	0	0	0	0	30	21	0	51	158
02:15 PM	40	0	13	53	0	22	33	55	0	0	0	0	27	25	0	52	160
02:30 PM	37	0	13	50	0	22	28	50	0	0	0	0	19	20	0	39	139
02:45 PM	32	0	12	44	0	23	36	59	0	0	0	0	20	18	0	38	141
Total	151	0	57	208	0	80	130	210	0	0	0	0	96	84	0	180	598
03:00 PM	23	0	17	40	0	21	36	57	0	0	0	0	23	21	0	44	141
03:15 PM	29	0	14	43	0	20	33	53	0	0	0	0	21	17	0	38	134
03:30 PM	32	0	20	52	0	29	47	76	0	0	0	0	18	12	0	30	158
03:45 PM	26	0	20	46	0	29	40	69	0	0	0	0	15	17	0	32	147
Total	110	0	71	181	0	99	156	255	0	0	0	0	77	67	0	144	580
04:00 PM	40	0	19	59	0	36	47	83	0	0	0	0	29	15	0	44	186
04:15 PM	40	0	22	62	0	43	38	81	0	0	0	0	20	19	0	39	182
04:30 PM	44	0	20	64	0	35	56	91	0	0	0	0	25	22	0	47	202
04:45 PM	43	0	20	63	0	30	68	98	0	0	0	0	26	23	0	49	210
Total	167	0	81	248	0	144	209	353	0	0	0	0	100	79	0	179	780
05:00 PM	37	0	23	60	0	34	81	115	0	0	0	0	36	19	0	55	230
05:15 PM	37	0	17	54	0	31	60	91	0	0	0	0	42	19	0	61	206
05:30 PM	29	0	21	50	0	35	47	82	0	0	0	0	31	19	0	50	182
05:45 PM	28	0	15	43	0	29	53	82	0	0	0	0	25	13	0	38	163
Total	131	0	76	207	0	129	241	370	0	0	0	0	134	70	0	204	781
06:00 PM	20	0	22	42	0	20	47	67	0	0	0	0	32	19	0	51	160
06:15 PM	21	0	22	43	0	23	38	61	0	0	0	0	35	19	0	54	158

DE TRAFFIC

detraffic.com
(386) 341-4186
Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023

Groups Printed- Automobiles - Commercial

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
06:30 PM	16	0	13	29	0	20	29	49	0	0	0	0	42	12	0	54	132
06:45 PM	17	0	10	27	0	24	25	49	0	0	0	0	37	19	0	56	132
Total	74	0	67	141	0	87	139	226	0	0	0	0	146	69	0	215	582
Grand Total	1956	0	1006	2962	0	1063	1755	2818	0	0	0	0	1100	1011	0	2111	7891
Apprch %	66	0	34		0	37.7	62.3		0	0	0		52.1	47.9	0		
Total %	24.8	0	12.7	37.5	0	13.5	22.2	35.7	0	0	0	0	13.9	12.8	0	26.8	
Automobiles	1571	0	702	2273	0	907	1488	2395	0	0	0	0	797	865	0	1662	6330
% Automobiles	80.3	0	69.8	76.7	0	85.3	84.8	85	0	0	0	0	72.5	85.6	0	78.7	80.2
Commercial	385	0	304	689	0	156	267	423	0	0	0	0	303	146	0	449	1561
% Commercial	19.7	0	30.2	23.3	0	14.7	15.2	15	0	0	0	0	27.5	14.4	0	21.3	19.8

DE TRAFFIC

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Adamson Rd at SR 524
Breavrd County, Fl

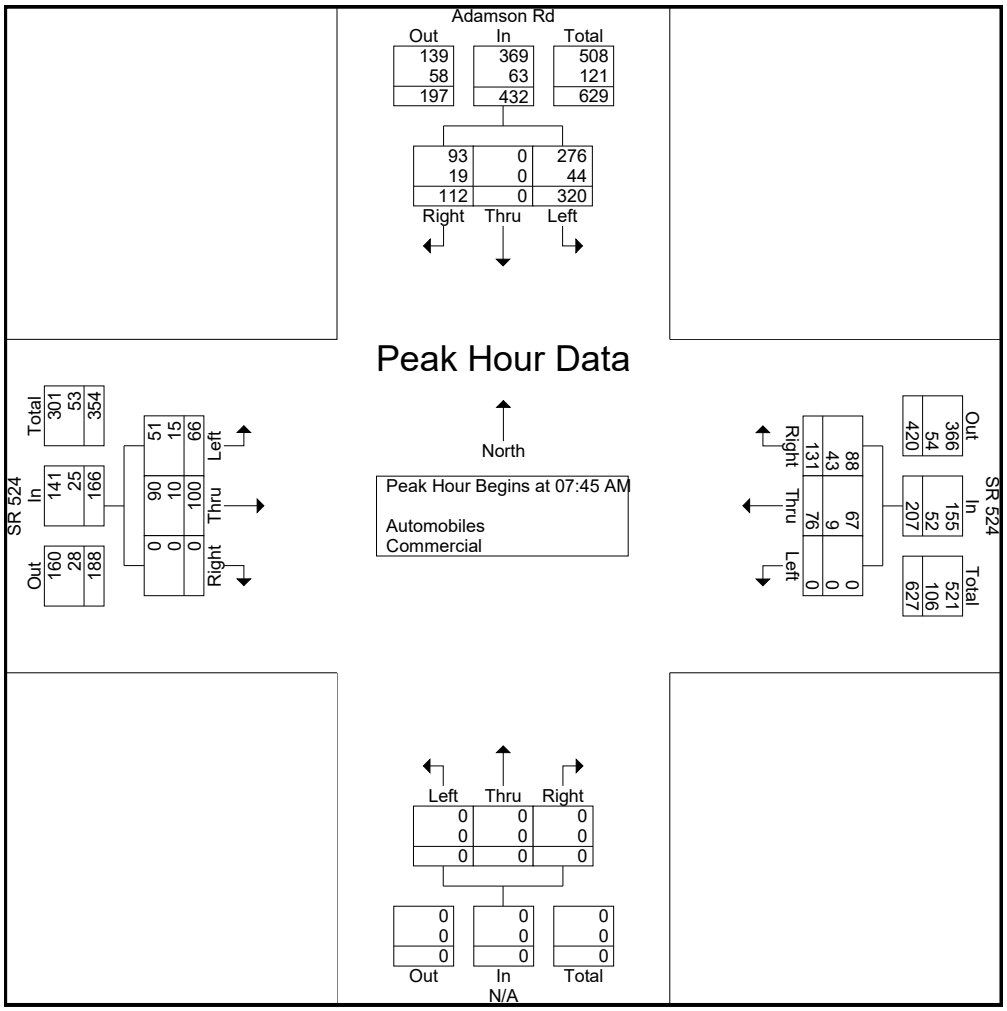
File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023
Page No : 4

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	92	0	24	116	0	21	22	43	0	0	0	0	13	21	0	34	193
08:00 AM	72	0	28	100	0	20	34	54	0	0	0	0	18	27	0	45	199
08:15 AM	72	0	32	104	0	20	40	60	0	0	0	0	19	28	0	47	211
08:30 AM	84	0	28	112	0	15	35	50	0	0	0	0	16	24	0	40	202
Total Volume	320	0	112	432	0	76	131	207	0	0	0	0	66	100	0	166	805
% App. Total	74.1	0	25.9		0	36.7	63.3		0	0	0		39.8	60.2	0		
PHF	.870	.000	.875	.931	.000	.905	.819	.863	.000	.000	.000	.000	.868	.893	.000	.883	.954
Automobiles	276	0	93	369	0	67	88	155	0	0	0	0	51	90	0	141	665
% Automobiles	86.3	0	83.0	85.4	0	88.2	67.2	74.9	0	0	0	0	77.3	90.0	0	84.9	82.6
Commercial	44	0	19	63	0	9	43	52	0	0	0	0	15	10	0	25	140
% Commercial	13.8	0	17.0	14.6	0	11.8	32.8	25.1	0	0	0	0	22.7	10.0	0	15.1	17.4

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Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
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Adamson Rd at SR 524
Breavrd County, Fl

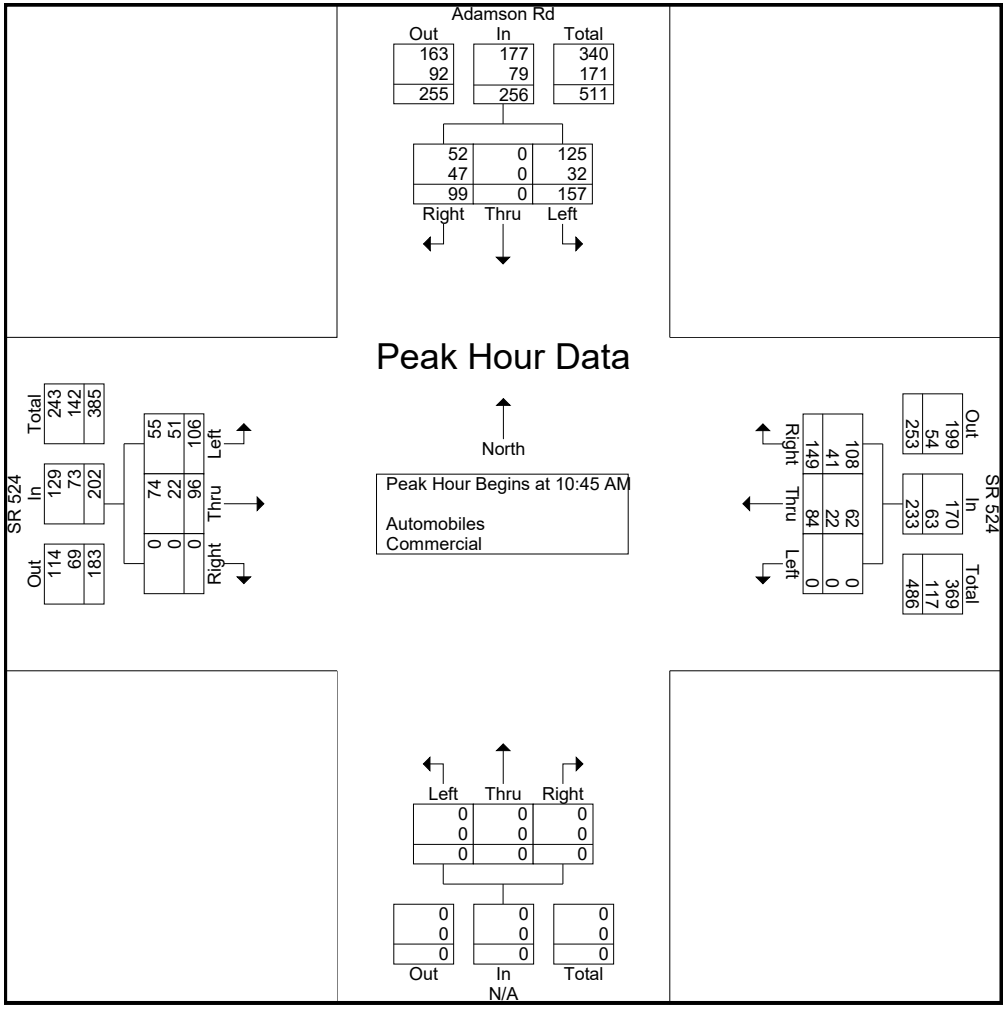
File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023
Page No : 6

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 10:45 AM																	
10:45 AM	31	0	32	63	0	21	43	64	0	0	0	0	35	21	0	56	183
11:00 AM	47	0	29	76	0	19	29	48	0	0	0	0	22	22	0	44	168
11:15 AM	37	0	13	50	0	22	32	54	0	0	0	0	26	29	0	55	159
11:30 AM	42	0	25	67	0	22	45	67	0	0	0	0	23	24	0	47	181
Total Volume	157	0	99	256	0	84	149	233	0	0	0	0	106	96	0	202	691
% App. Total	61.3	0	38.7		0	36.1	63.9		0	0	0		52.5	47.5	0		
PHF	.835	.000	.773	.842	.000	.955	.828	.869	.000	.000	.000	.000	.757	.828	.000	.902	.944
Automobiles	125	0	52	177	0	62	108	170	0	0	0	0	55	74	0	129	476
% Automobiles	79.6	0	52.5	69.1	0	73.8	72.5	73.0	0	0	0	0	51.9	77.1	0	63.9	68.9
Commercial	32	0	47	79	0	22	41	63	0	0	0	0	51	22	0	73	215
% Commercial	20.4	0	47.5	30.9	0	26.2	27.5	27.0	0	0	0	0	48.1	22.9	0	36.1	31.1

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Adamson Rd at SR 524
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File Name : Adamson at 524
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Adamson Rd at SR 524
Breavrd County, Fl

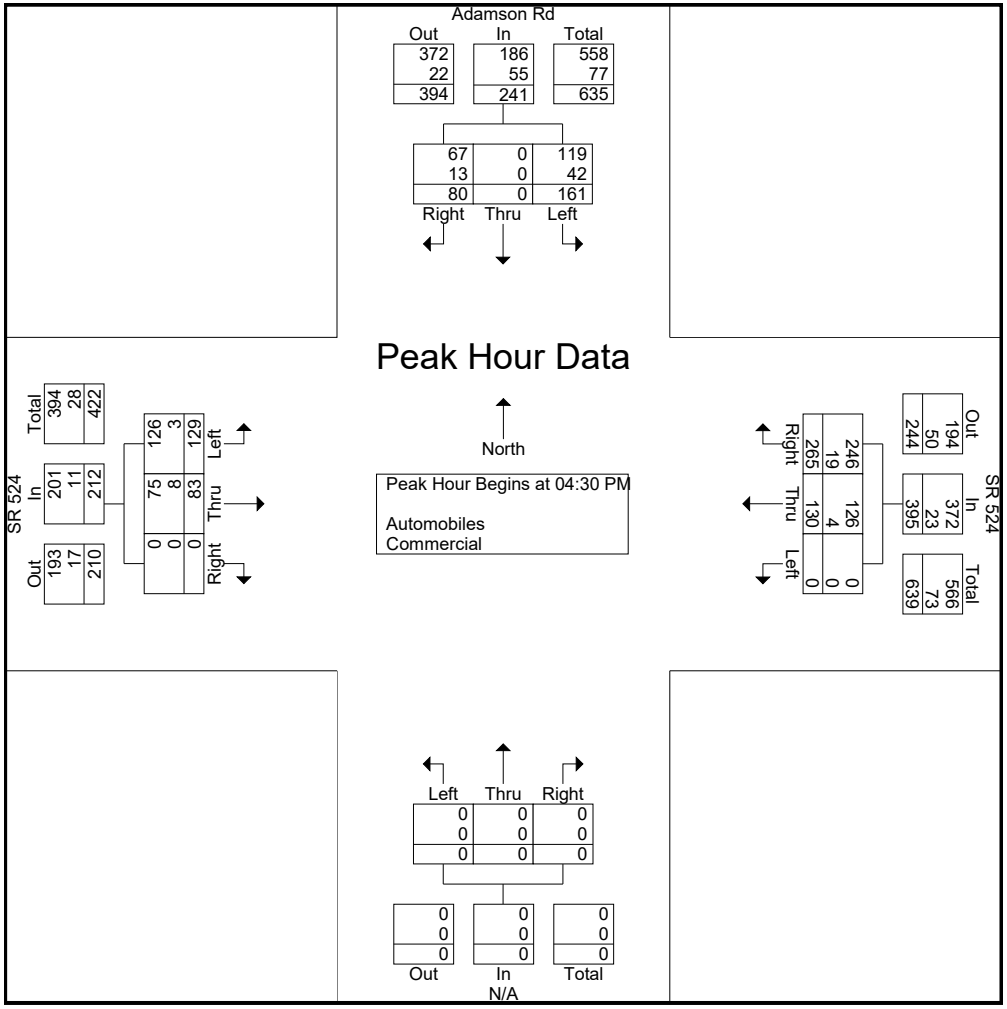
File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023
Page No : 8

	Adamson Rd Southbound				SR 524 Westbound				N/A Northbound				SR 524 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	44	0	20	64	0	35	56	91	0	0	0	0	25	22	0	47	202
04:45 PM	43	0	20	63	0	30	68	98	0	0	0	0	26	23	0	49	210
05:00 PM	37	0	23	60	0	34	81	115	0	0	0	0	36	19	0	55	230
05:15 PM	37	0	17	54	0	31	60	91	0	0	0	0	42	19	0	61	206
Total Volume	161	0	80	241	0	130	265	395	0	0	0	0	129	83	0	212	848
% App. Total	66.8	0	33.2		0	32.9	67.1		0	0	0		60.8	39.2	0		
PHF	.915	.000	.870	.941	.000	.929	.818	.859	.000	.000	.000	.000	.768	.902	.000	.869	.922
Automobiles	119	0	67	186	0	126	246	372	0	0	0	0	126	75	0	201	759
% Automobiles	73.9	0	83.8	77.2	0	96.9	92.8	94.2	0	0	0	0	97.7	90.4	0	94.8	89.5
Commercial	42	0	13	55	0	4	19	23	0	0	0	0	3	8	0	11	89
% Commercial	26.1	0	16.3	22.8	0	3.1	7.2	5.8	0	0	0	0	2.3	9.6	0	5.2	10.5

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Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023
Page No : 9



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(386) 341-4186
Adamson Rd at SR 524
Breavrd County, Fl

File Name : Adamson at 524
Site Code : 00000001
Start Date : 3/8/2023

Groups Printed- Peds

	Adamson Rd Southbound					SR 524 Westbound					N/A Northbound					SR 524 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
Total %																					



SB Approach



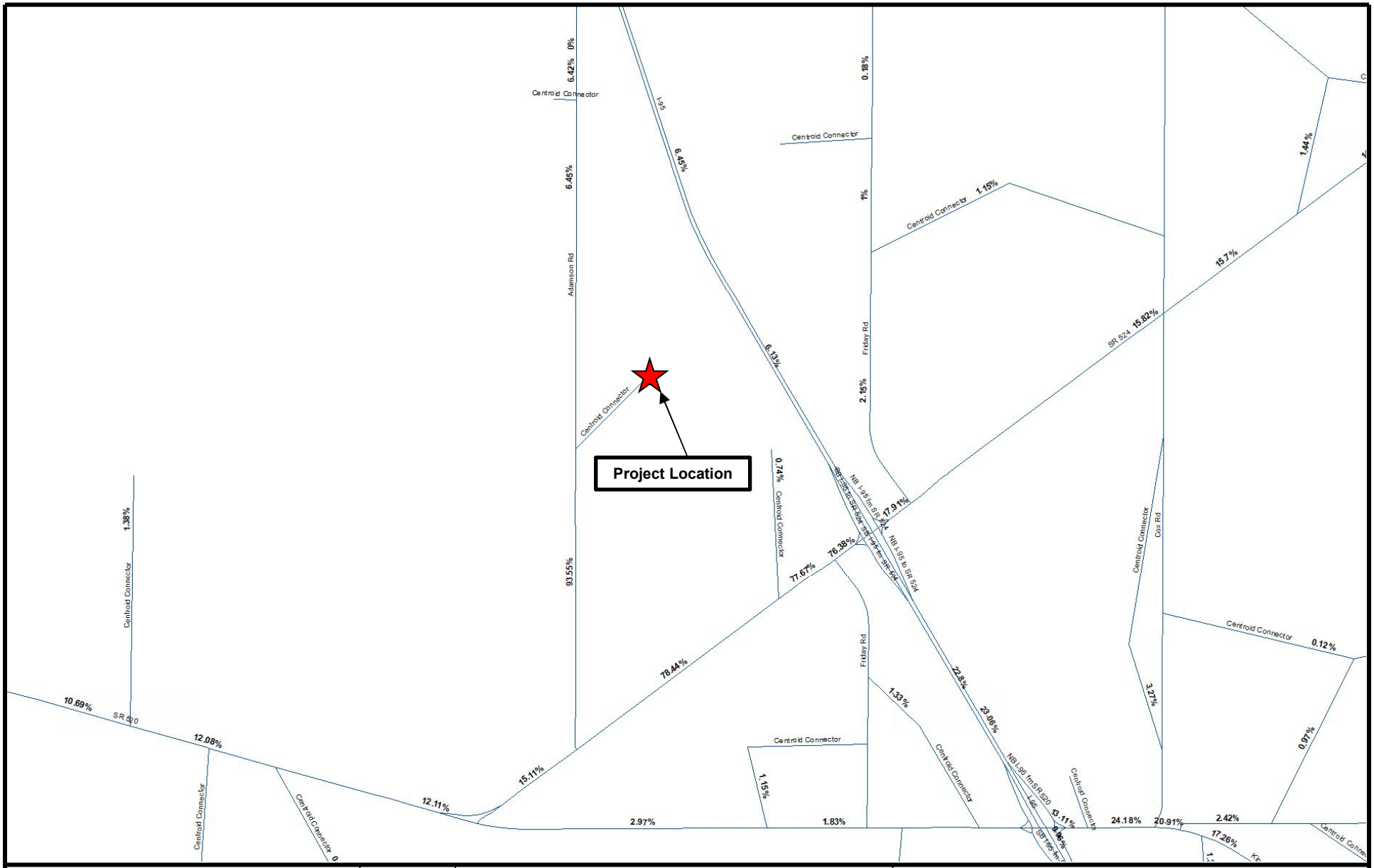
EB Approach



WB Approach

de traffic	Adamson Rd at SR 524	Brevard County
	www.de-traffic.com	Project Number: L23-11 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	

Appendix C
Project Distribution



Adamson Creek Phase 2

N

NTS

Project Distribution

Project Number: 5770.02

Appendix D

LTG Engineering & Planning

1049 Eber Boulevard, Melbourne, Florida 32904
Telephone: 321.499.4679 Fax: 321.499.4680

Appendix D
ITE Hourly Trip Distribution

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%

Appendix E
Signal Warrant Forms

Background Conditions Warrants

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Cocoa	Engineer:	CCC
County:	70 – Brevard	Date:	March 22, 2023
District:	Five		

Major Street:	SR 524	Lanes:	1	Major Approach Speed:	45
Minor Street:	Adamson Rd.	Lanes:	1	Minor Approach Speed:	50

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00 to 8:00 AM	8:00 to 9:00 AM	10:00 to 11:00 A	11:00 to 12:00	12:00 to 1:00 P	1:00 to 2:00 PM	4:00 to 5:00 PM	5:00 to 6:00 PM
Major	300	365	404	412	406	425	532	574
Minor	385	400	267	252	247	231	248	207

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**7:00 to 8:00 AM**	**8:00 to 9:00 AM**	**10:00 to 11:00**	**11:00 to 12:00**	**12:00 to 1:00 PM**	**1:00 to 2:00 PM**	**4:00 to 5:00 PM**	**5:00 to 6:00 PM**
Major	300	365	404	412	406	425	532	574
Minor	385	400	267	252	247	231	248	207

Existing Volumes

Background Conditions Warrants

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Cocoa	Engineer:	CCC
County:	70 – Brevard	Date:	March 22, 2023
District:	Five		

Major Street:	SR 524	Lanes:	1	Major Approach Speed:	45
Minor Street:	Adamson Rd.	Lanes:	1	Minor Approach Speed:	50

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

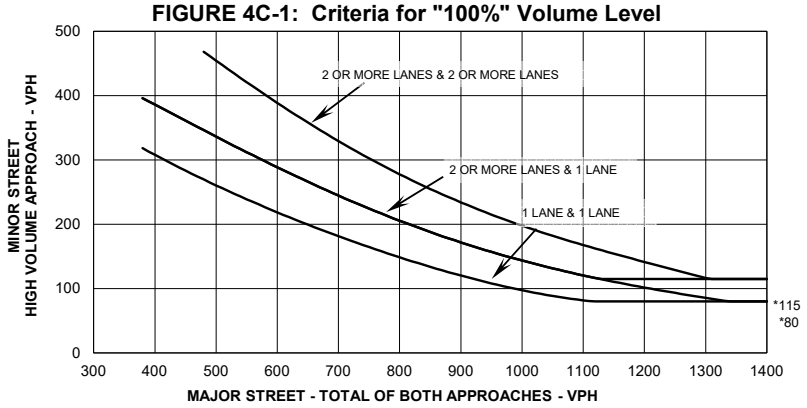
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



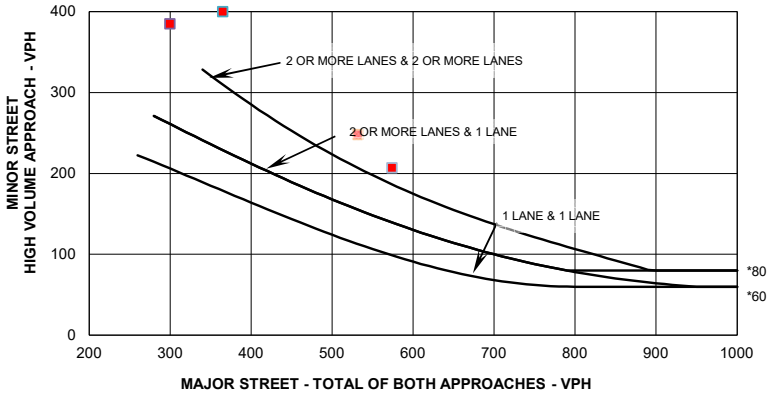
** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
7:00 to 8:00 AM	300	385
8:00 to 9:00 AM	365	400
4:00 to 5:00 PM	532	248
5:00 to 6:00 PM	574	207

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

Build-Out Conditions Warrants

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Cocoa	Engineer:	CCC
County:	70 – Brevard	Date:	March 22, 2023
District:	Five		

Major Street:	SR 524	Lanes:	1	Major Approach Speed:	45
Minor Street:	Adamson Rd.	Lanes:	1	Minor Approach Speed:	50

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00 to 8:00 AM	8:00 to 9:00 AM	10:00 to 11:00 A	11:00 to 12:00	12:00 to 1:00 P	1:00 to 2:00 PM	4:00 to 5:00 PM	5:00 to 6:00 PM
Major	311	378	419	431	426	447	569	609
Minor	420	430	287	270	267	252	274	233

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
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Major	311	378	419	431	426	447	569	609
Minor	420	430	287	270	267	252	274	233

Existing Volumes

Build-Out Conditions Warrants

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Cocoa	Engineer:	CCC
County:	70 – Brevard	Date:	March 22, 2023
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Major Street:	SR 524	Lanes:	1	Major Approach Speed:	45
Minor Street:	Adamson Rd.	Lanes:	1	Minor Approach Speed:	50

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

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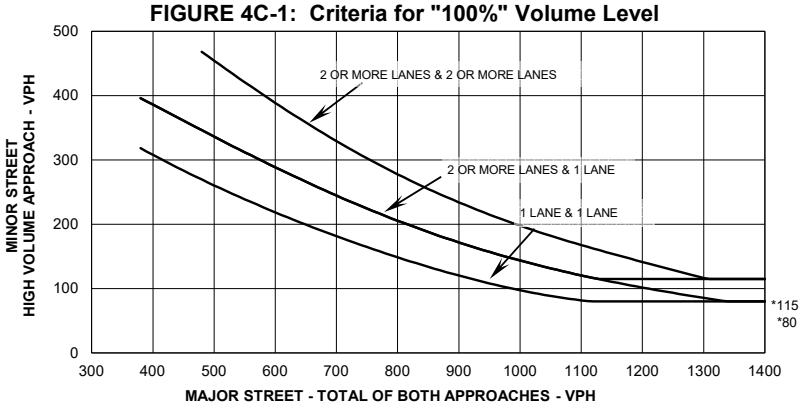
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



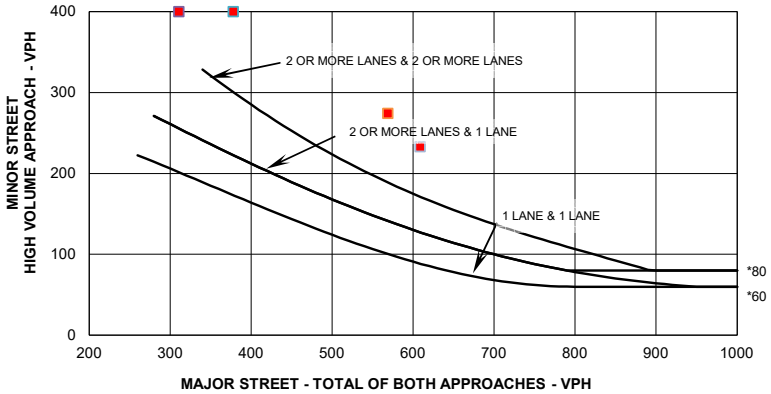
** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
7:00 to 8:00 AM	311	420
8:00 to 9:00 AM	378	430
4:00 to 5:00 PM	569	274
5:00 to 6:00 PM	609	233

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT TECHNICAL STAFF REPORT
04-Aug-2021
APPLICATION #: 100215-10

Applicant: Daniel Liparini
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

Owner: Daniel Liparini
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

Consultant: Scott Glaubitz
BSE Consultants
312 S Harbor City Blvd
Ste 4
Melbourne, FL 32901-1351
(321) 725-3674

Project Name: Adamson Creek Phase 2
Acres Owned: 79.13
Project Acreage: 14.39
County: Brevard
STR:

Section(s):	Township(s):	Range(s):
22	24S	35E

Receiving Water Body:

Name	Class
St. Johns River	III Fresh, OFW

Authority: 62-330.020 (2)(a), 62-330.020 (2)(b), 62-330.020 (2)(j), 62-330.020 (2)(g), 62-330.020 (2)(c) , 62-330.020 (2)(d)
Existing Land Use: Wetland Forested Mixed(6300), Hardwood - Conifer Mixed(4340), Streams and Waterways(5100)
Mitigation Drainage Basin: St. Johns River (Canaveral Marshes to Wekiva)
Special Regulatory Basin: Upper St. Johns River
Final O&M Entity: Adamson Creek Homeowners Association
ERP Conservation Easements/Restrictions: Yes
Interested Parties: No
Objectors: No

Authorization Statement:
Construction and operation of a Stormwater Management System for a 14.39-acre project known as Adamson Creek Phase 2 as per plans received by the District on January 29, 2021.

Recommendation: Approval
Reviewers: Mark Crosby; Kate Groninger

Staff Comments

Project Applicant and Sufficient Real Property Interest:
The permit applicant is the record title holder over the property on which the proposed activities will be conducted.

Project Location and Brief Description:
The project is located on the east side of Adamson Creek Rd approximately one mile north of the intersection with SR 524 in Brevard County. The project includes the construction of a residential subdivision with a new surface water management system to serve the development.

Permitting History:
Permit Number 4-009-100215-2, issued on June 10, 2008, authorized the conceptual development of Adamson Creek Phase 2. Later permit sequences authorized other phases located to the north. The current permit application is for the construction of the Phase 2 development.

The proposed activity as outlined on your ERP application and attached drawings does not qualify for federal authorization pursuant to the State Programmatic General Permit V-R1 (SPGP V-R1) Coordination Agreement, therefore a SEPARATE permit or authorization may be required from the Corps. You may need to apply separately to the Corps using the appropriate federal application form. More information about Corps permitting may be found online in the *Jacksonville District Regulatory Sourcebook*. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Engineering

Description of Project (Surface Water Management System):
The proposed surface water management system consists of pipes, inlets, and a wet detention pond. Stormwater runoff generated from the residential development will be collected and conveyed into the pond via the pipes and inlets for treatment and attenuation. The pond, located on the east side of the development, will discharge into existing onsite wetlands. These wetlands drain west to the St. Johns River.

Water Quality:

Submitted plans and calculations show that the stormwater system is designed to provide water quality treatment in accordance with Sections 4.1 and 8, A.H. Vol II for discharge to Class III and Outstanding Florida Waters.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Flood Protection:
Calculations were provided demonstrating that the post-development peak rates of discharge will not exceed the pre-development peak rates of discharge generated by the 10-year, 24-hour and 25-year, 24-hour design storm events.

Special Basin Criteria:
The project is located within the Upper St. Johns River Hydrologic Basin. The system meets the conditions for issuance as detailed in Chapter 40C-41.063(1), F.A.C. and Section 13.1, Applicant's Handbook, Vol II. More specifically,

Design Storm Criteria: The system meets the applicable discharge criteria for the 10-year and 25-year frequency storms. The onsite storage and outlet capacity are designed for the 25-year storm. Outlet capacity design was checked and further refined, as necessary, for the 10-year storm.

Operation and Maintenance:
The applicant has proposed that the project will be operated and maintained by a homeowner's association identified as Adamson Creek Home-Owner's Association and has provided draft articles of incorporation and a draft declaration of covenants and restrictions that meet the requirements of Section 12.3.1, A.H. Vol I.

Environmental

Site Description:
The western portion of the site is a mix of conifer forest, mixed wetland hardwoods and created surface waters with associated spoil piles. The eastern portion of the site is almost entirely wetlands which consists of a freshwater marsh, forested wetland and wetland shrub.

Impacts:
Impacts include filling 0.71-acres of wetlands (W1 and W3) and 1.98 acres of surface waters. Impacts to W3 (0.14-acres) do not require mitigation as the wetland does not provide significant habitat to threatened or endangered species and meets criteria of 10.2.2.1, A.H. Vol I. Impacts to surface waters do not require mitigation as the surface waters were created from uplands and do not provide significant habitat to threatened or endangered species. Upon completion of the proposed pond, a 455 square foot fishing/observation pier will be constructed along the shoreline. No docking is proposed at this pier.

Secondary impacts:
The project meets the secondary impact criteria of subsection 10.2.7, A.H., Volume I, as:

a. the proposed activities were assessed for the potential to result in unacceptable secondary impacts, as defined in section 10.2.7(a), ERP A.H. Volume I. The applicant was able to maintain a minimum 15, average 25 feet upland buffer around the remaining onsite wetlands. Typical conservation signage will be placed along the upland buffer at 100 foot intervals.
b. no evidence was observed that the upland portions of the site are being utilized by bald eagles, and aquatic and wetland dependent listed species for nesting and denning;
c. no adverse impacts to cultural resources are anticipated; and
d. there are no known future phases or expansion, or very closely linked and causally related on-site or off-site activities that would result in adverse impacts. Portions of the remaining on-site wetland are to be placed under conservation easement as required by this authorization.

Elimination/Reduction of Impacts:
The applicant has demonstrated that the impacts cannot be further reduced or eliminated, pursuant to Section 10.2.1, A.H. Vol. The proposed impacts are necessary and have been reduced through practicable design modifications.

Mitigation:
To offset impacts requiring mitigation, the applicant has proposed to record a 10.5-acre conservation easement on the northeast corner of the property.

Financial Assurance Mechanism:
None.

Off-Site Mitigation:
None.

Cumulative Impacts:
The proposed mitigation fully offsets the proposed impacts and is located within the same drainage basin (Basin 18) as the impacted wetlands, so no unacceptable cumulative impacts will occur, pursuant to Section 10.2.8, ERP A.H. Vol. I.

Wetland Summary Table
Adamson Creek Phase 2 Residential Single Family

		Acres
Total Surface Water, Upland RHPZ and Wetlands in Project		
Wetlands		61.080
OSW		1.980
Upland RHPZ		0.000
	Total	63.060

Impacts that Require Mitigation

Dredged or Filled		0.570
	Total	**0.570**

Impacts that Require No Mitigation

Dredged or Filled		2.120
	Total	**2.120**

Mitigation

On-Site

Wetland Preservation		10.500
	Total	**10.500**

Off-Site

	Total	**0.000**

Other **0.000**

Conclusion:
The applicant has provided reasonable assurance that the proposed project meets the conditions for issuance of permits specified in rules 62-330.301 and 62-330.302, F.A.C.

Conditions

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida

Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

    c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

    a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as

filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant’s submitted information that reasonably demonstrates that adverse water resource-related impacts will not be

caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

23. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

24. Deed of Conservation Easement

This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

Description of Conservation Easement Area.
The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement.
Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the

approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.
The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

25. The proposed project must be constructed and operated as per plans and calculations received by the District on January 29, 2021.

26. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas bound by the conservation easement (as depicted on Sheet 8, received by the District on January 29, 2021) that state:

“NATURAL CONSERVATION AREA: No dumping, land clearing, or other disturbance to vegetation will be permitted beyond this point.”

St. Johns River Water Management District
Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

August 04, 2021

Daniel Liparini – *Sent via email:* djliparini@drhorton.com
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

SUBJECT: Permit Number: 100215-10
Project Name: Adamson Creek Phase 2

Dear Mr. Liparini:

Enclosed is your individual permit issued by the St. Johns River Water Management District on August 04, 2021. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Douglas Burnett, CHAIRMAN ST. AUGUSTINE
Rob Bradley, VICE CHAIRMAN FLEMING ISLAND
Susan Dolan, SECRETARY SANFORD
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Cole Oliver MERRITT ISLAND
J. Chris Peterson WINTER PARK
Janet Price FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Environmental Consultant: Jon H Shepherd – *Sent via email:* jon@atlantices.com
Atlantic Env of FL, LLC
Registered Professional Consultant: Scott Glaubitz
BSE Consultants
Sent via email: sglaubitz@bseconsult.com

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 100215-10 **DATE ISSUED:** August 04, 2021

PROJECT NAME: Adamson Creek Phase 2

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 14.39-acre project known as Adamson Creek Phase 2 as per plans received by the District on January 29, 2021.

LOCATION:
Section(s): 22 Township(s): 24S Range(s): 35E
Brevard County

Receiving Water Body:

Name	Class
St. Johns River	III Fresh, OFW

ISSUED TO:
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached “Exhibit A”, dated August 04, 2021

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Marjorie D. Cook

Marjorie Cook
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 100215-10
Adamson Creek Phase 2
DATED: August 04, 2021

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

23. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

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    Description of Conservation Easement Area.
    The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

    If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

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Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

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The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

25. The proposed project must be constructed and operated as per plans and calculations received by the District on January 29, 2021.

26. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas bound by the conservation easement (as depicted on Sheet 8, received by the District on January 29, 2021) that state:

    “NATURAL CONSERVATION AREA: No dumping, land clearing, or other disturbance to vegetation will be permitted beyond this point.”

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

St. Johns River Water Management District
Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

August 04, 2021

Daniel Liparini – *Sent via email:* djliparini@drhorton.com
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

SUBJECT: Permit Number: 100215-10
Project Name: Adamson Creek Phase 2

Dear Mr. Liparini:

Enclosed is your individual permit issued by the St. Johns River Water Management District on August 04, 2021. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Douglas Burnett, CHAIRMAN ST. AUGUSTINE
Rob Bradley, VICE CHAIRMAN FLEMING ISLAND
Susan Dolan, SECRETARY SANFORD
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Cole Oliver MERRITT ISLAND
J. Chris Peterson WINTER PARK
Janet Price FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Environmental Consultant: Jon H Shepherd – *Sent via email:* jon@atlantices.com
Atlantic Env of FL, LLC
Registered Professional Consultant: Scott Glaubitz
BSE Consultants
Sent via email: sglaubitz@bseconsult.com

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 100215-10 **DATE ISSUED:** August 04, 2021

PROJECT NAME: Adamson Creek Phase 2

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 14.39-acre project known as Adamson Creek Phase 2 as per plans received by the District on January 29, 2021.

LOCATION:
Section(s): 22 Township(s): 24S Range(s): 35E
Brevard County

Receiving Water Body:

Name	Class
St. Johns River	III Fresh, OFW

ISSUED TO:
D.R. Horton, Inc
1430 Culver Dr NE
Palm Bay, FL 32907-1132

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached “Exhibit A”, dated August 04, 2021

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Marjorie D. Cook

Marjorie Cook
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 100215-10
Adamson Creek Phase 2
DATED: August 04, 2021

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

23. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

24. Deed of Conservation Easement

    This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

    Description of Conservation Easement Area.
    The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

    If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement.
Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.
The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

25. The proposed project must be constructed and operated as per plans and calculations received by the District on January 29, 2021.

26. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas bound by the conservation easement (as depicted on Sheet 8, received by the District on January 29, 2021) that state:

    “NATURAL CONSERVATION AREA: No dumping, land clearing, or other disturbance to vegetation will be permitted beyond this point.”

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

April 12, 2023

Via Courier and E-mail
Mr. Bryant Smith III, P.E., CFN
Public Works Director / City Engineer
Interim Growth and Economic Development Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Adamson Creek Phase 2 – Development Schedule
PZ-20-00100002 – PUD
PZ-20-00300002 – Preliminary Subdivision
BSE File #11453.01.01

Dear Mr. Smith:

This letter is to provide the updated Adamson Creek Phase 2 Development Schedule as required for the Final PUD Application.

The subdivision will be constructed in a single phase as follows:

- Commence Construction: May 2023
- Site Work and Infrastructure Construction (including clearing and grading, drainage, paving, utilities, and open space amenities): May 2023 – January 2024
- Commence Homebuilding: November 2023
- Occupancy: February 2024
- Amenities will be completed prior to 15th Certificate of Occupancy.

Should you have any questions, please feel free to contact me.

Very truly yours,

Ken Ludwa, P.E.

Ken Ludwa, P.E.
Senior Project Engineer
B.S.E. Consultants, Inc.

KAL/kal.alm
11453.01.01.city.corr.23-kl-351.apr

cc: Johnny Lynch, D.R. Horton, Inc. (*via E-mail*)
JR Rosebush, D.R. Horton, Inc. (*via E-mail*)
Pam Grinage, D.R. Horton, Inc. (*via E-mail*)
Scott M. Glaubitz, P.E., P.L.S., B.S.E. Consultants, Inc. (via E-mail)

This Instrument Prepared by and Return to:

Sandra E. Krumbein Sadov, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

Cross Reference to Declaration Recorded in Official Records Book 5821, Page 2831, et seq., of the Public Records of Brevard County, Florida, as amended

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Adamson Creek Phase Two)

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADAMSON CREEK ("Amendment") is made as of this 13 day of May, 2022, by D.R. Horton, Inc., a Delaware corporation ("Horton").

WHEREAS, Adamson Creek Investment, L.L.C., a Florida limited liability company ("Creating Developer") recorded that certain Declaration of Covenants, Conditions and Restrictions for Adamson Creek, on October 26, 2007 in Official Records Book 5821, Page 2831, of the Public Records of the Brevard County ("County"), Florida, as subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 5851, Page 9854, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 5880, Page 2379, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 5908, Page 4101, as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 8294, Page 161, and as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 8510, Page 2959 (collectively, the "Declaration"), and as further supplemented by the By-Laws ("By-Laws") of Adamson Creek Homeowners Association, Inc. ("Association"), recorded in Official Records Book 5821, Page 2858, of the Public Records of the County, as such By-Laws were amended by that certain First Amendment to the By-Laws of the Association, recorded in Official Records Book 7384, Page 473, and further subject to the Articles of Incorporation of the Association filed with the Secretary of State, State of Florida, and recorded in Official Records Book 5821, Page 2873 of the Public Records of the County (the Declaration, Articles and By-Laws of the Association, as amended, collectively, the "Adamson Creek Governing Documents"); and

WHEREAS, in connection with its acquisition of certain Lots and land in Adamson Creek and pursuant to that certain Assignment of Declarant's Rights Without Assumption of Liability ("Assignment"), recorded on January 17, 2018, in Official Records Book 8071, Page 1953, of the Public Records of the County, Horton received and is the holder of the "Declarant's Rights and

Obligations" (as defined in the Assignment) under the Declaration and the Adamson Creek Governing Documents and therefore entitled to exercise all rights and privileges of the "Declarant" or "Developer" thereunder; and

WHEREAS, pursuant to Article VIII, Section 5, of the Declaration, additional phases may be added to the Properties and to the jurisdiction of the Declaration and Association by filing of record a supplementary declaration with respect to such additional property, and

WHEREAS, Horton, as the holder of the Declarant's Rights and Obligations under the Declaration, and as the owner of the real property described on **Exhibit "A,"** attached hereto and made a part hereof (hereinafter referred to as "Additional Property"), now desires to add said Additional Property to the Properties and the provisions of the Declaration and the jurisdiction of the Association, as more particularly set forth herein.

NOW, THEREFORE, Horton, as owner of the Additional Property described on **Exhibit "A,"** and pursuant to its authority under the Declaration, hereby makes this Supplemental Declaration and declares:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on **Exhibit "A"** is hereby designated a part of the Properties and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on **Exhibit "A"** to this Supplemental Declaration is part of the Properties and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as Properties in the Declaration.

5. Declarant hereby declares that a portion of the Additional Property designated on **Exhibit "A"** as "Lots" shall constitute Lots under the Declaration.

6. Declarant hereby declares that a portion of the Additional Property designated on **Exhibit "A"** as "Common Area" shall constitute Common Area(s) under the Declaration.

7. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

8. This Supplemental Declaration shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, this Supplemental has been signed by Horton, as the holder of the Declarant's Rights and Obligations, under the Declaration, as of the date set forth above.

WITNESSES:

Deanna Demougin
Print Name Deanna Demougin

Sonja Pedretti
Print Name Sonja Pedretti

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: JOHN T LYNCH
Title: ASST. SEC.

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13th day of May, 2022, by means of ☒ physical presence or ☐ online notarization, by John Lynch as Asst Sec. of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation. He is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

PAMELA H. GRINAGE
MY COMMISSION # GG 948010
EXPIRES: April 19, 2024
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida
Print Name: Pamela H Grinage
Commission No.: GG 948010
My Commission Expires: April 19, 2024

EXHIBIT A

Legal Description of Additional Property

LOTS:

Lots 432 through 461, inclusive, of the plat of ADAMSON CREEK PHASE TWO, as recorded in Plat Book _____, Page _____, of the Public Records of Brevard County, Florida.

TOGETHER WITH

COMMON AREA:

Tracts A, B, C, D, E, and Z of the plat of ADAMSON CREEK PHASE TWO, as recorded in Plat Book _____, Page _____, of the Public Records of Brevard County, Florida.

[CONFIRM FROM FINAL APPROVED PLAT PRIOR TO RECORDING]

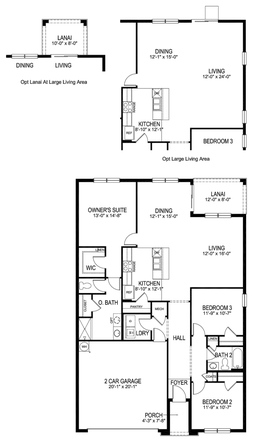
Express HOMES





The Aria
3 Bedroom / 2 Bath / 2 Car Garage
1,618 Square Feet*

The Aria



*Square foot dimensions are approximate. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Please see an Express Homes Sales Representative for more information. Express Homes Copyright © 2019.

ENERGY STAR

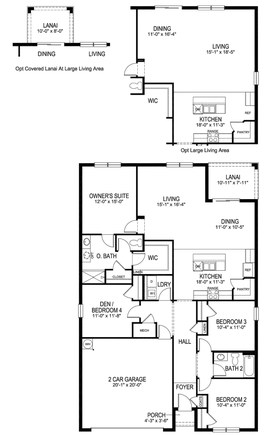
Express HOMES





The Cali
3-4 Bedroom / 2 Bath / 2 Car Garage
1,774 Square Feet*

The Cali



*Square foot dimensions are approximate. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Please see an Express Homes Sales Representative for more information. Express Homes Copyright © 2019.

ENERGY STAR

Express HOMES EASTHAM



The Eastham

drhorton.com

D.R. Horton is equal housing opportunity builder. Pictures, photographs, features, colors, drawings, floor plans, square footages and sizes are approximate for illustration purposes only and will vary from the homes as built. All drawings are the artist's concept. Florida Registered Building Contractor License #CRC1327065

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Express HOMES EASTHAM FLOORPLAN



Single-Story, 3 Bedrooms, 2 Bathrooms, 2-Car Garage, 1,756 Sq. Ft.

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Express HOMES FREEPORT



Freeport

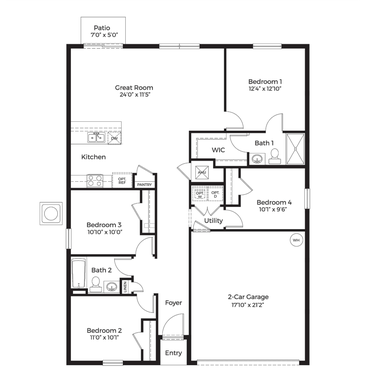
4 Bedrooms, 2 Bathrooms, 2-Car Garage, 1,499 Sq. Ft.

drhorton.com

D.R. Horton is equal housing opportunity builder. Floorplans and elevations are artist's renderings for illustration purposes only. Features, sizes and details are approximate and will vary from the homes as built. Square footage dimensions are approximate. Builder reserves the right to change and/or alter materials, specifications, features, dimensions, designs and price without prior notice or obligation. Florida Certified General Contractor #CCC057616

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Express HOMES FREEPORT FLOORPLAN



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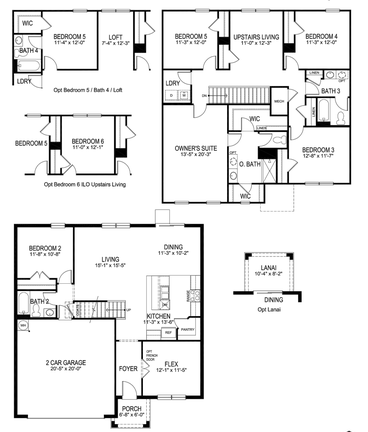
Express HOMES





The Hayden
5-6 Bedroom / 3-4 Bath / 2 Car Garage
2,511 Square Feet*

The Hayden



*Square foot dimensions are approximate. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Please see an Express Homes Sales Representative for more information. Express Homes Copyright © 2019.

ENERGY STAR

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

DATE:	03/10/21
DESIGN/DRAWN:	SMG/DRB

PROJECT TITLE

ADAMSON CREEK PHASE 2

SHEET TITLE

TYPICAL HOME CONSTRUCTION

PROJECT NO.
11453.01.01

DRAWING NO.
114530101_200_010

SHEET
1 of 1

H:\Projects Folder\11453.01.01\Drawings\114530101_200\114530101_200_010.dwg March 11, 2021 8:06:39 AM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Legislation Details (With Text)

File #:	23-438	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/17/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Pass on the First Reading of Ordinance 11-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 11-2023 _ Rezoning Central Brevard Sharing Ruth Ave Property to RU-2-15.pdf Exhibit A - CBSC Location Map.pdf Exhibit B - CBSC Zoning Map.pdf Exhibit C - CBSC FLU Map.pdf Exhibit D - CBS Expansion.pdf Exhibit E - CBSC Application.pdf Exhibit F - Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on the **First Reading** of Ordinance 11-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII.

BACKGROUND:

The Central Brevard Sharing Center, Inc., is requesting to amend the Zoning Map designation of a single parcel with approximately 0.64 acres, identified as Tax Parcel ID 24-36-32-29-4-22. This property was annexed into the City on June 24, 2003, as part of the South of State Road 520 Study Area, consisting of approximately 343 acres of vacant land for residential and non-residential developments pertained to the unincorporated Brevard County.

The Central Brevard Sharing Center acquired this property on Ruth St. to expand and improve the capacity of their existing operations facility on Aurora St. This nonprofit organization provides emergency assistance and guidance to those in our community who are struggling to obtain life's most basic needs. They have been serving the community since 1978.

The Brevard County RU-1-9 zoning classification provisions encompass lands devoted to single-family residential development. The City of Cocoa zoning classification RU 2-15 District allows for single-family and multi-family dwellings and townhomes. It also allows social service centers through Special Exception.

The application for rezoning states that the Central Brevard Sharing Center, Inc. intends to expand their operations to include surface parking, driveways, and an administrative facility no taller than 2 stories, though this is not binding on the applicant.

Project Name:	Zoning Ordinance Map Amendment - Central Brevard Sharing Center
Project No.:	PZ 23-02100005
Meeting Date:	July 25, 2023 (Council)
Applicant:	David Brubaker
Property Owner:	Central Brevard Sharing Center
Project Location:	Ruth St

Future Land Use Designation: Low-Density Residential

Zoning District: Current: RU 1-9 - Brevard County

Proposed: RU 2-15

Existing Land Use: Vacant

Council District: District 1 Councilmember Alex Goins

Legal Ad Date: June 27, 2023

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	BU-2 Retail, Warehousing & Wholesale commercial (Brevard County)	Commercial
South	Low Density Residential	RU-1-9 (Brevard County)	Single-Family Residential
East	Low Density Residential	RU-1-9 (Brevard County)	Single-Family Residential
West	Low Density Residential	RU-1-9 (Brevard County)	Single-Family Residential

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXII, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed rezoning is not contrary to the established land use pattern, which is commercial to the north and single-family residential to the south and east, with Central Brevard Sharing Center already operating on abutting property directly to the east. The commercial properties to the north currently are used for automotive sales, a Keurig/Dr. Pepper service center with vehicle parking, and the Cocoa Warlocks Motorcycle Club. The rezoning will provide a transitional use between the heavier commercial uses along SR 520 and the single-family residential uses to the south and east and will provide a natural expansion of the Central Brevard Sharing Center, which has been serving the area in this location since 1978, in the event that the Board of Adjustment approves a special exception for a social service center on the property. Since this property was annexed in 2003, no zoning map designation has been assigned to the property, which is necessary for development. The RU-2-15 zoning district is consistent with the Low-Density Residential future land use classification which was assigned to this property following annexation. Should this property be conveyed in the future without expansion of the Central Brevard Sharing Center, Inc., the maximum density will be 7 dwelling units an acre in accordance with the Low Density Residential future land use classification, which would yield at most 4 dwelling units consistent with the surrounding single-family properties.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: The proposed zoning amendment would not create an isolated district. Rather, it would change the zoning to be in conformance with the Low-Density Residential future land use assigned to the property at annexation and would provide a transitional zoning district between the heavier commercial uses to the north and the single-family residential to the south. While none of the properties in the surrounding area have yet received a zoning district assignment, the properties to the north along SR 520 have a Commercial future land use designation and the properties to the south also have a Low Density Residential future land use designation.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: This zoning change would in no way materially alter the population density pattern nor increase or overtax local facilities. Rather, it would assign a zoning district in conformity with the future land use assigned to the property at the time of its annexation from Brevard County, which as stated above has a maximum density of 7 dwelling units per acre and 4 single-family units possible given the size of the property that is less than one acre. The potential density/intensity for the subject property would remain the same, conforming with the surrounding existing development.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The zoning district boundaries are illogical because the property has been annexed into the City of Cocoa but maintains Brevard County zoning. A zoning district must be assigned.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed zoning amendment would not be contrary to the Future Land Use Map. Rather, the rezoning to RU-2-15 would assign a zoning district in conformity with the existing Low-Density Residential Future Land Use Map designation. The proposed zoning amendment would be consistent with the policy outlining the general intent of the Low-Density Residential future land use classification.

> Policy 1.1.2.3: Low-Density Residential (LDR). Low-Density residential areas are neighborhoods of single-family detached housing, limited multiple family attached housing, and limited clustered single-family attached housing. Institutional, open space, and recreational uses are also allowed in this category…

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: This rezoning is necessitated by annexing this property into the City without a subsequent change of the zoning classification to match the assigned City's future land use classification following annexation. Existing conditions include the operation of the Central Brevard Sharing Center on the abutting property since 1978.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The proposed change will not adversely influence living conditions in the area. The zoning change will be in conformance with the Low-Density Future Land use found on this property and in the surrounding area. With the density maximum as previously described, living conditions will not be adversely impacted. Further, the Board of Adjustment will consider the impacts on surrounding properties, if any, related to any special exception for a social service center requested by the applicant.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: This change will not create or excessively increase traffic congestion. It will simply implement the RU 2-15 zoning classification, which is consistent with the Low-Density Residential future land use classification found on this and nearby parcels. Should a special exception be approved for a social service center, expansion of services to the subject property may improve traffic flow through the Central Brevard Sharing Center located on Aurora St and relieve existing parking constraints.

i. *The proposed change will create a drainage problem.*

Staff Finding: Any development occurring on the property will require compliance with the City's land development regulations relating to stormwater and drainage.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: The proposed rezoning will assign a City zoning classification that is compatible with the City's future land use applied at annexation and is not anticipated to seriously reduce light and air to adjacent areas.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: This zoning amendment is consistent with the already assigned Low Density Future Land Use designation. Therefore, it is not anticipated that it will adversely affect the property values in adjacent areas.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.*

Staff Finding: The proposed amendment will not be a deterrent to the improvement or development of adjacent properties. Rather, it will conform with the zoning and future land use classifications of other adjacent properties.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: This rezoning will not grant a special privilege to an individual owner compared to public welfare. Rather, it will bring the existing property into conformance with the future land use and zoning of the remainder of the properties in this area.

n. *There are substantial reasons why the property cannot be used in accordance with existing zoning.*

Staff Finding: The property currently has a County zoning classification. The property could not be developed under this classification, as the property has been annexed into the City and has its Low-Density Residential future land use classification.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the City.*

Staff Finding: Because the proposed rezoning is consistent with the Low-Density Future land use, no increase in density is proposed and development will be consistent with the surrounding scale of development.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The proposed zoning will allow it to match the existing future land use classification, permitting the development already allowed for the property under the Comprehensive Plan.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the Low-Density Residential future land use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service be allow the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Response: This rezoning will in no way impact the level of service for facilities in this area as described herein.

This was presented at the Planning and Zoning meeting on July 12th and the Board recommended approval to the City Council.

Staff recommends passing on the First Reading of Ordinance 11-2023 the Zoning Map amendment consistent with Appendix A, Zoning, Article XXII, to change the Official Zoning Map designation of one (1) parcel from the Brevard County Single-Family Residential (RU-1-9) to the City Multi-Family Residential (RU-2-15) zoning classification.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

July 12, 2023 - P&Z Board recommended approval

RECOMMENDED MOTION:

Pass on the **First Reading** of Ordinance 11-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII.

powered by Legistar™

ORDINANCE NO. 11-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from County zoning RU-1-9 (Single-Family Residential) to City zoning RU-2-15 (Multiple-Family Dwelling) for the real property depicted and legally described

on **Exhibit A**, attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

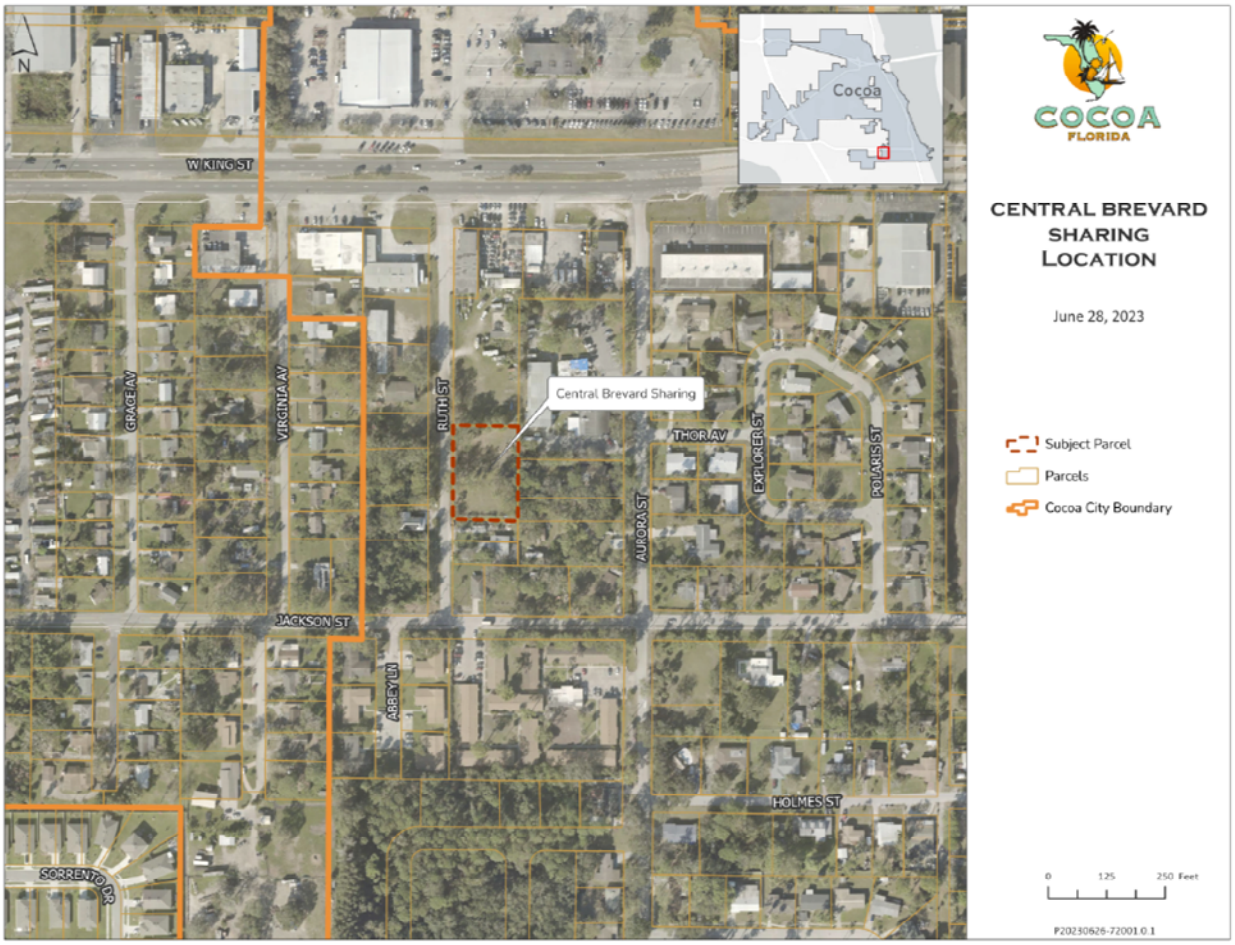
EXHIBIT A

Legal Description of Real Property

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID BLOCK 4, GO NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 207.92 FEET TO A POINT ON THE EAST LINE; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO NORTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET; THENCE GO EASTERLY PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO SOUTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

Depiction of Real Property





COCOA
FLORIDA

CENTRAL BREVARD SHARING LOCATION

June 28, 2023

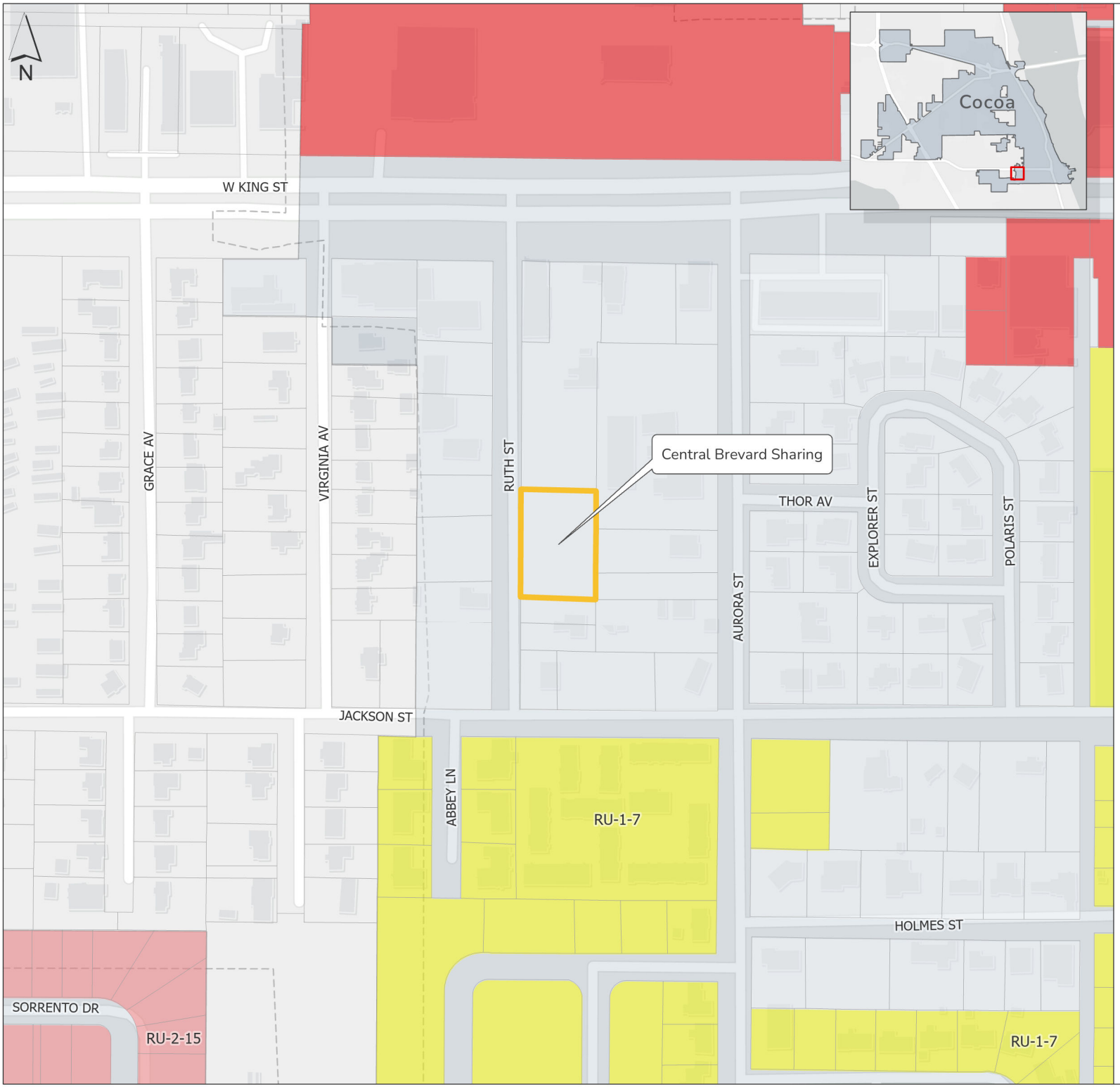
Subject Parcel

Parcels

Cocoa City Boundary

0 125 250 Feet

P20230626-72001.0.1



COCOA
FLORIDA

CENTRAL BREVARD SHARING ZONING

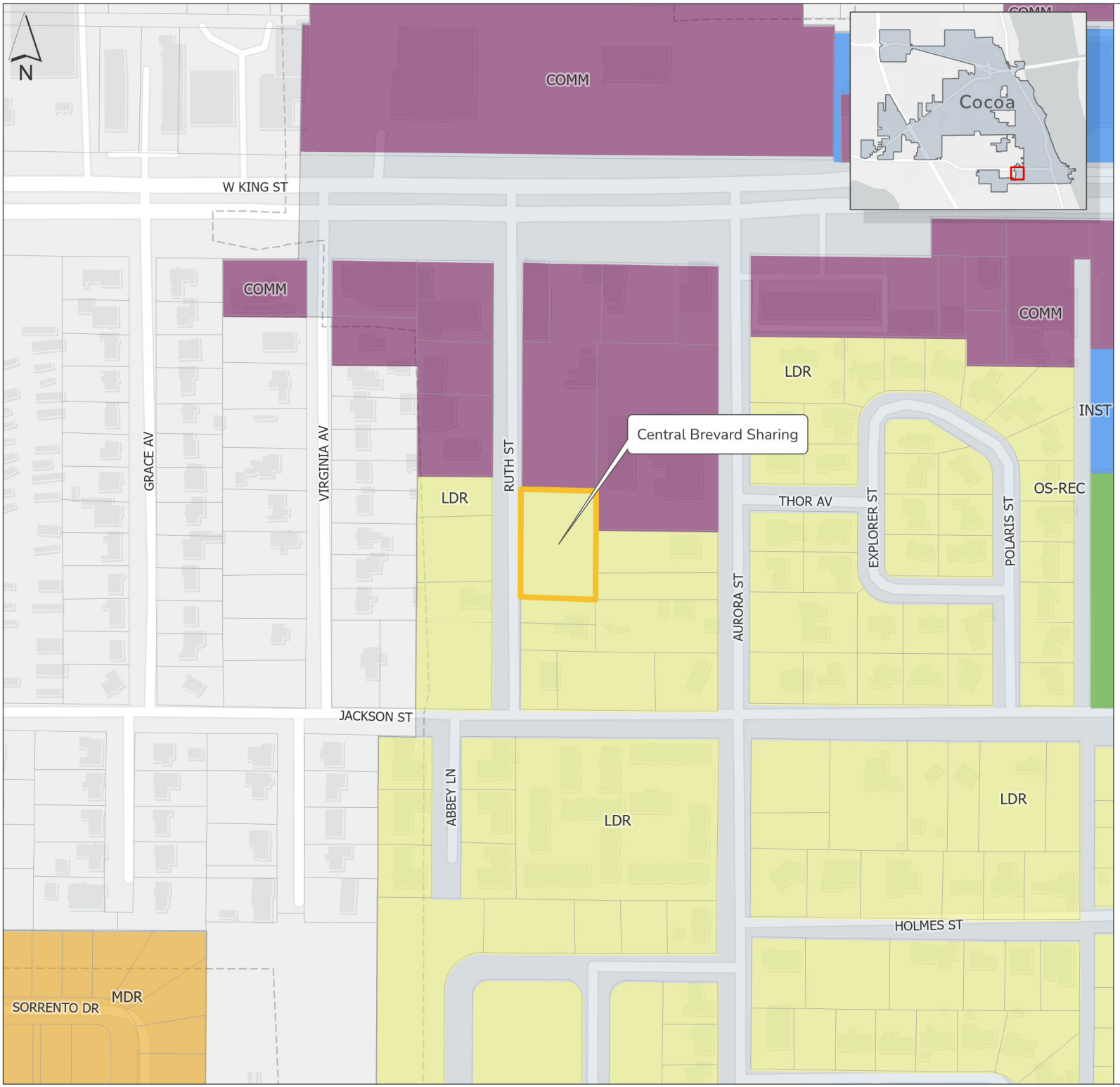
June 26, 2023

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-15 - Multiple Family Dwelling
- C-G - General Commercial
- Zoning Not Assigned
- Subject Parcel
- Parcels
- Cocoa City Boundary

0 125 250 Feet

P20230626-72001.0.2



COCOA
FLORIDA

CENTRAL BREVARD SHARING
FUTURE LAND USE

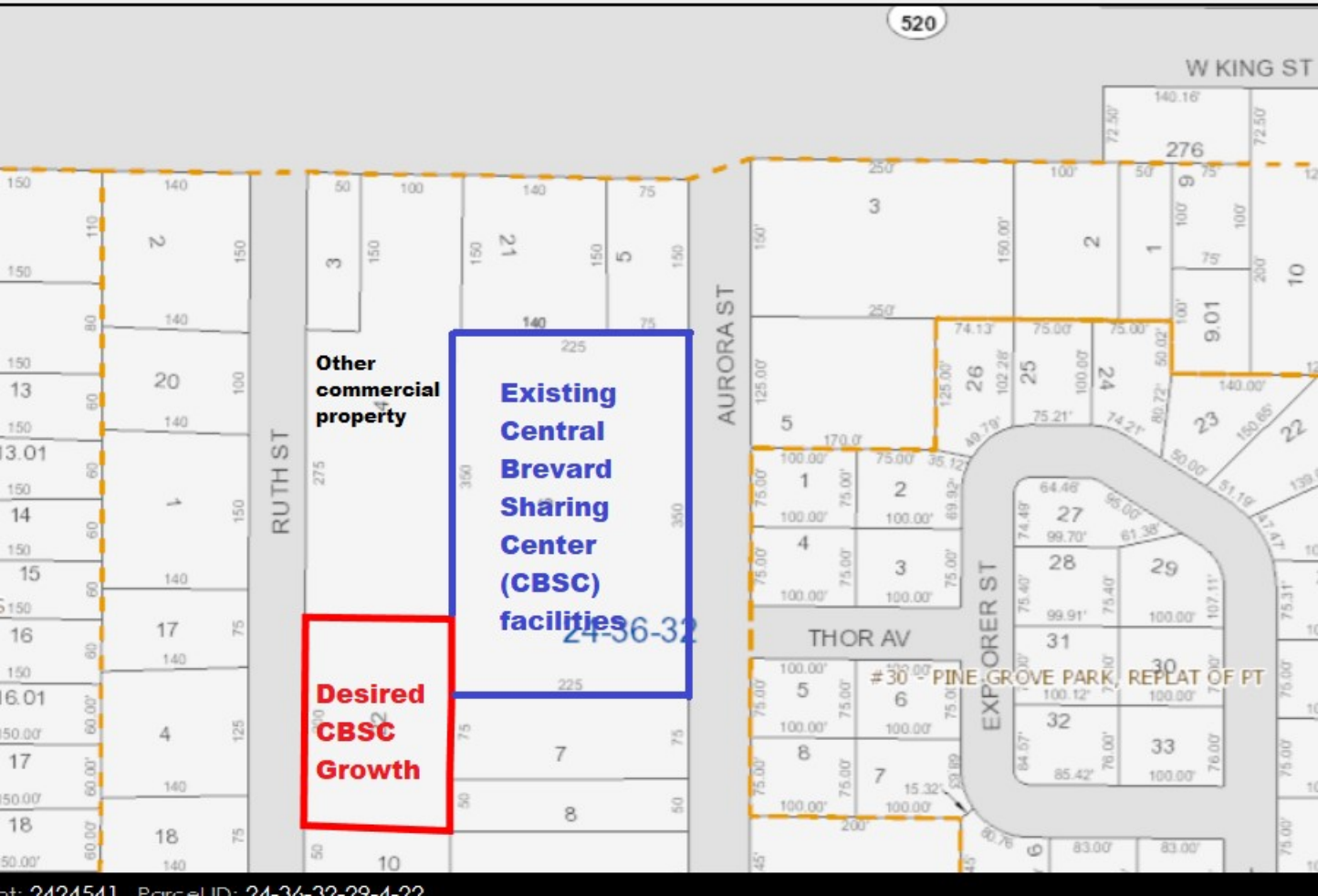
June 26, 2023

Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Institutional
- Recreation/Open Space
- Subject Parcel
- Parcels
- Cocoa City Boundary

0 125 250 Feet

P20230626-72001.0.3


520
W KING ST
RUTH ST
AURORA ST
THOR AV
EXPLORER ST
Other commercial property
Existing Central Brevard Sharing Center (CBSC) facilities
24-36-32
Desired CBSC Growth
30 - PINE GROVE PARK, REPLAT OF PT

Application # **PZ** - _____ - _____

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** None
2. **Proposed Zoning Category:** RU-2-15
3. **Existing Future Land Use Category:** Low density residential
4. **Proposed Future Land Use Category (*if applicable*):** no change
5. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Central Brevard Sharing Center
   Name: David Brubaker
   Mailing Address: P.O. Box 3363
   City: Cocoa State: FL Zip Code: 32924
   Phone #: 321-631-0306 x107 Fax #: 321-631-0372
   Mobile #: _____ E-mail: david.brubaker @sharingcenter.org

6. **Property Owner Information:** * *Check here if same as Applicant* → ☑
   * *If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____
   Name: _____
   Mailing Address: _____
   City: _____ State: _____ Zip Code: _____
   Phone #: _____ Fax #: _____
   Mobile #: _____ E-mail: _____

7. **Property Information:**

Street Address and Location: Ruth Ave, Cocoa, FL

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-32-29-4-22□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2424541 □□□□□□□

Land Area: _____ square feet or 0.64 acres

Existing Use(s) on Property: Vacant Land

Proposed Use(s) on Property: General and Administrative Facility for Central Brevard Sharing Center, a social services center

8. **Please submit the following items in order complete the application:**

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.**

a. **Whether or not the proposed change is contrary to the established land use pattern.**

Established land use is low density residential which is consistent with the social services functions performed by Central Brevard Sharing Center.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

Proposed designation of RU-2-15 would be consistent with adjoining properties and therefore wold not create an unrelated isolated district.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

Proposed designation is consistent with the existing functions and services of the current Central Brevard Sharing Center on Aurora St. Expansion of services to the Ruth Ave property may improve traffic flow in and through the Center and relieve existing parking constraints.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

Existing district boundaries do not appear to be illogically drawn.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

The proposed change maintains the existing land use plan designation of low density residential.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Central Brevard Sharing Center recently acquired the vacant land on Ruth Ave.
This vacant land is adjacent to the existing CBSC and without a designation
of RU-2-15, with a special exception for social services center, CBSC will be unable to reconfigure
existing services to best serve the Cocoa community.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

The proposed change will enable the Central Brevard Sharing Center to improve the delivery of services to the adjacent neighborhood as well as the larger Cocoa community.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

The proposed change will enable Central Brevard Sharing Center to reconfigure services which should improve traffic and parking. All improvements will be made in accordance with the Florida Building Code to ensure compliance with all safety and accessibility standards.

i. Whether or not the proposed change will create a drainage problem.

All new development will be permitted through the appropriate regulatory agencies and constructed in accordance with the Florida Building Code.

j. **Whether or not the proposed change will seriously reduce light and air to adjacent areas.**

Proposed change will not seriously reduce light and air to adjacent areas. Planned development includes surface parking, driveways and an administrative facility no taller than 2 stories, all constructed in accordance with FBC.

k. **Whether or not the proposed change will adversely affect property values in the adjacent areas.**

Proposed change should not adversely affect property values in the adjacent areas. Proposed change will be an expansion of existing community services.

l. **Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.**

The proposed change will enable Central Brevard Sharing Center to reconfigure existing services which should improve traffic and parking and should not be a deterrent to the improvement or development of adjacent property.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Proposed change will not constitute a grant of special privilege to an individual owner.

Proposed designation will be consistent with adjacent properties.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

No zoning designation currently exists. Seeking RU-2-15 with a special exception for social services center.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

Suggested change is not out of scale with the needs of the neighborhood. Expansion of CBSC community services will enhance the needs of the neighborhood and the larger Cocoa community.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

The vacant land is directly adjacent to the existing Central Brevard Sharing Center which makes it ideally suited for the reconfiguration of existing facilities and services to better serve the Cocoa community.

19. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, David M. Bubaker being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Kaleopy Smith
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

KALEOPY SMITH
Commission # HH 316594
Expires October 15, 2026

Kaleopy Smith
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 3rd day of May, 2023

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

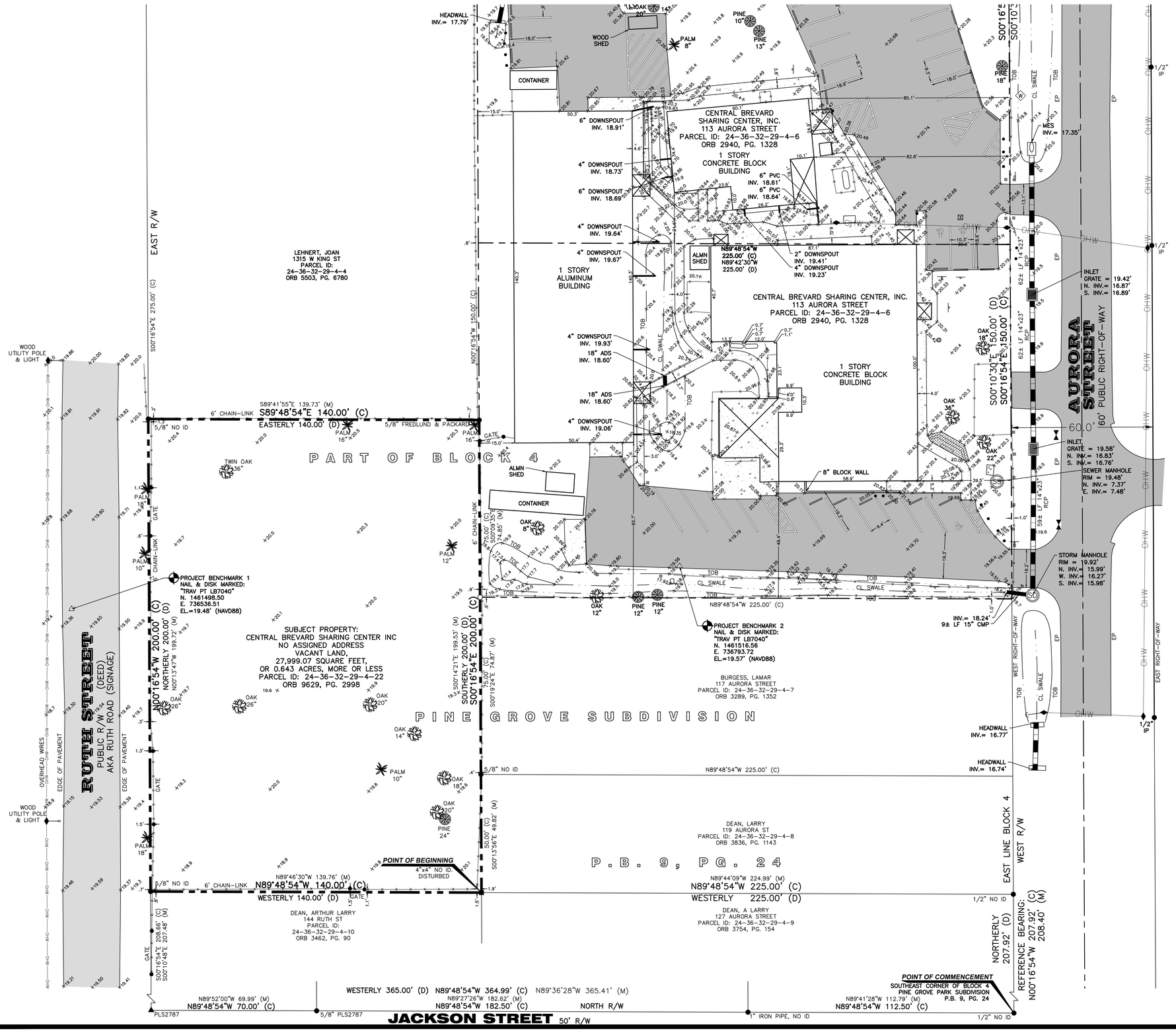
Signature from Planning & Zoning Division:

_____

SECTION 32
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CITY OF COCOA
BREVARD COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

CENTRAL BREVARD SHARING CENTER, INC. - PARCEL ID: 24-36-32-29-4-22



© 2023 Morgan & Associates Consulting Engineers, Inc.

N

W M&A E

S

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REVISION	Drawn: J. HUSSEY	5/19/2023
	Checked: C. BOWERS	5/19/2023

PUBLIC RECORDS INFORMATION

ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

LINETYPE LEGEND

- = BOUNDARY
- = SECTION LINES
- = TOPOGRAPHIC FEATURES
- = RIGHT-OF-WAY
- = FENCE (TYPE NOTED)
- = ADJOINING PARCEL

LEGAL DESCRIPTION

PER OFFICIAL RECORDS BOOK 9629, PAGE 2998
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID BLOCK 4, GO NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 207.92 FEET TO A POINT ON THE EAST LINE; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO NORTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET; THENCE GO EASTERLY PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO SOUTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

(C) = CALCULATED SURVEYOR'S LEGEND

(D)	= DEED	LF	= LINEAR FEET
(M)	= MEASURED	PVC	= POLYVINYL CHLORIDE
(R)	= RECORD	RCP	= REINFORCED CONCRETE PIPE
(P)	= PLAT	ALMN	= ALUMINUM
Δ	= DELTA		= PALM TREE
℄	= CENTERLINE		= OAK TREE
A	= ARC LENGTH		= PINE TREE
AKA	= ALSO KNOWN AS		= WOOD POST
CB	= CHORD BEARING		= CLEANOUT
CHD	= CHORD LENGTH		= ELECTRICAL BOX
ESMT.	= EASEMENT		= VALVE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION		= BOLLARD
ID	= IDENTIFICATION		= WOOD UTILITY POLE
LB	= LICENSED BUSINESS		= WATER METER
N.T.S.	= NOT TO SCALE		= CONCRETE MONUMENT FOUND
O.R.B	= OFFICIAL RECORDS BOOK		= IRON MARKER FOUND
PG.	= PAGE		= NAIL & DISK FOUND
P.B.	= PLAT BOOK		= PROJECT BENCHMARK
PLS	= PROFESSIONAL LAND SURVEYOR		= COVERED AREA
P.U.&D.E.	= PUBLIC UTILITY & DRAINAGE ESMT.		= PAVERS
R	= RADIUS		= CONCRETE
R/W	= RIGHT-OF-WAY		= ASPHALT
TYP.	= TYPICAL		
TOB	= TOP OF BANK		
TOE	= TOE OF SLOPE		
EP	= EDGE OF PAVEMENT		

SURVEYOR'S NOTES

1. TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC SURVEY
2. BEARINGS ARE REFERRED TO A VALUE OF: N00°16'54"W FOR THE EAST LINE OF BLOCK 4, PINE GROVE PARK SUBDIVISION, BASED ON MONUMENTATION FOUND IN THE FIELD.
3. NORTHINGS & EASTINGS SHOWN HEREON ARE REFERENCED IN U.S. SURVEY FEET TO FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (NAD83).
4. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TOTHE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND WERE ESTABLISHED BY PERFORMING A CLOSED LEVEL LOOP USING THE PROJECT BENCHMARKS.
5. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAY ARE LOCATED AND SHOWN HEREON.THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER LIMITATIONS, EITHER RECORDED OR IMPLIED. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR WAS NOT PROVIDED WITH A TITLE COMMITMENT.
6. THE SURVEYOR HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY ENCROACH.
7. SOME FEATURES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES. PUBLISHED DIMENSIONS WILL PRECEDE MAP SCALING.

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

BOUNDARY & TOPOGRAPHIC SURVEY
CENTRAL BREVARD SHARING CENTER INC
PARCEL ID: 24-36-32-29-4-22
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA
BREVARD COUNTY, FLORIDA

Project #: 2023-038
Drawing #: 2023-038 SHARING CENTER SURVEY.DWG
Scale:
Horiz. 1"=20'
Vert. N/A
Sheet #:

BOUNDARY & TOPO SURVEY

SHEET 1 OF 1

The Survey and this drawing have been prepared under my responsible charge to conform with applicable Standards of Practice as set forth by The Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This survey is not valid without original surveyor signature and seal, unless digitally signed & sealed.

CHRISTOPHER S. BOWERS, FL
PROFESSIONAL SURVEYOR &
MAPPER #5990
5/19/2023
SURVEY DATE

ARTICLES OF INCORPORATION

OF

CENTRAL BREVARD SHARING CENTER, INC.,
A Corporation Not for Profit

WE, the undersigned, with other persons being desirous of forming a corporation for charitable and philanthropic purposes, under the provisions of Ch. 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation is CENTRAL BREVARD SHARING CENTER, INC.

ARTICLE II. PURPOSES

The general nature of the objects and purposes of this corporation shall be:

To provide the distribution of food and clothing to indigent families and other community services.

ARTICLE III. QUALIFICATION OF MEMBERS

The Membership of this corporation shall constitute all persons hereinafter named as subscribers and such other persons as, from time to time hereafter, may become members, in the manner provided in the by-laws.

ARTICLE IV. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V. SUBSCRIBERS

The names and residences of the subscribers to these articles are:

NAME	RESIDENCE
Reverend Warren Wasson President	3 North Hardee Circle Rockledge, Florida 32955
Dr. Harold E. Bookbinder Vice-President	125 Matlin Drive Merritt Island, Florida 32952
Royene H. Burns Secretary	1725 Davis Drive Merritt Island, Florida 32952
Frank Rudzik Treasurer	95 S. Tropical Way Merritt Island, Florida 32952

ARTICLE VI. OFFICERS

Section 1. The officers of the corporation shall be a President, such number of Vice Presidents, a Secretary, a Treasurer, and such other officers as may be provided in the by-laws.

Section 2. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

OFFICE	NAME
President	Reverend Warren Wasson
Vice President	Dr. Harold E. Bookbinder
Secretary	Royene H. Burns
Treasurer	Frank Rudzik

Section 3. The officers shall be elected at the annual meeting of the Board of Directors as provided in the by-laws.

ARTICLE VII. BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have four directors, initially. The number of directors may be increased from time to time, by the by-laws but shall never be less than three.

Section 2. The Board of Directors shall be members of the corporation.

Section 3. Members of the Board of Directors shall be elected and hold office in accordance with the by-laws.

Section 4. The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation, are:

NAME	ADDRESS
Reverend Warren Wasson	3 North Hardee Circle Rockledge, Florida 32955
Dr. Harold E. Bookbinder	125 Marlin Drive Merritt Island, Florida 32952
Royene H. Burns	1725 Davis Drive Merritt Island, Florida 32952
Frank Rudzik	95 S. Tropical Way Merritt Island, Florida 32952

All legal instruments of the corporation shall be signed by said President or Vice President, sealed with the corporate seal, and attested by said Secretary; or in such manner as may be authorized by law.

ARTICLE VIII. BY-LAWS

Section 1. The Board of Directors of this corporation may provide such laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Section 2. Upon proper notice the by-laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or any special meeting called for that purpose.

ARTICLE IX. AMENDMENTS

Section 1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a majority vote of those present.

Section 2. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the by-laws of intention to submit such amendments.

ARTICLE X. LOCATION

The location of this corporation shall be MONROE ADULT COMMUNITY EDUCATION CENTER, 705 Avocado Avenue, Cocoa, Brevard County, Florida 32922.

ARTICLE IX

These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a majority vote of those present. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the by-laws, of intention to submit such amendments.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

FIRST--THAT CENTRAL BREVARD SHARING CENTER, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation at the City of County of Brevard, State of Florida, has named The REVEREND WARREN WASSON, located at 3 North Hardee Circle, City of Rockledge, County of Brevard, State of Florida, 32955, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: Rev B. Warren Wasson
REVEREND WARREN WASSON

ARTICLE XI

In order to promote the purposes of this corporation, it shall be given the religious, fraternal, educational and benevolent support afforded all community services organizations.

To further promote the purposes of this corporation, it may acquire property by grant, gift, purchase or devise or bequest and hold and dispose of such property as the corporation shall require for the benefit of the members and not for pecuniary profit.

IN WITNESS WHEREOF, we the undersigned subscribing incorporators have hereunto set our hands and seals this 27th day of July, 1978, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Rev. R. Warren Wasson
REVEREND WARREN WASSON

Harold E. Bookbinder
DR. HAROLD E. BOOKBINDER

Roy H. Burns
ROYTENE H. BURNS

Frank Rubin
FRANK RUBIN

STATE OF FLORIDA)
COUNTY OF BREVARD)

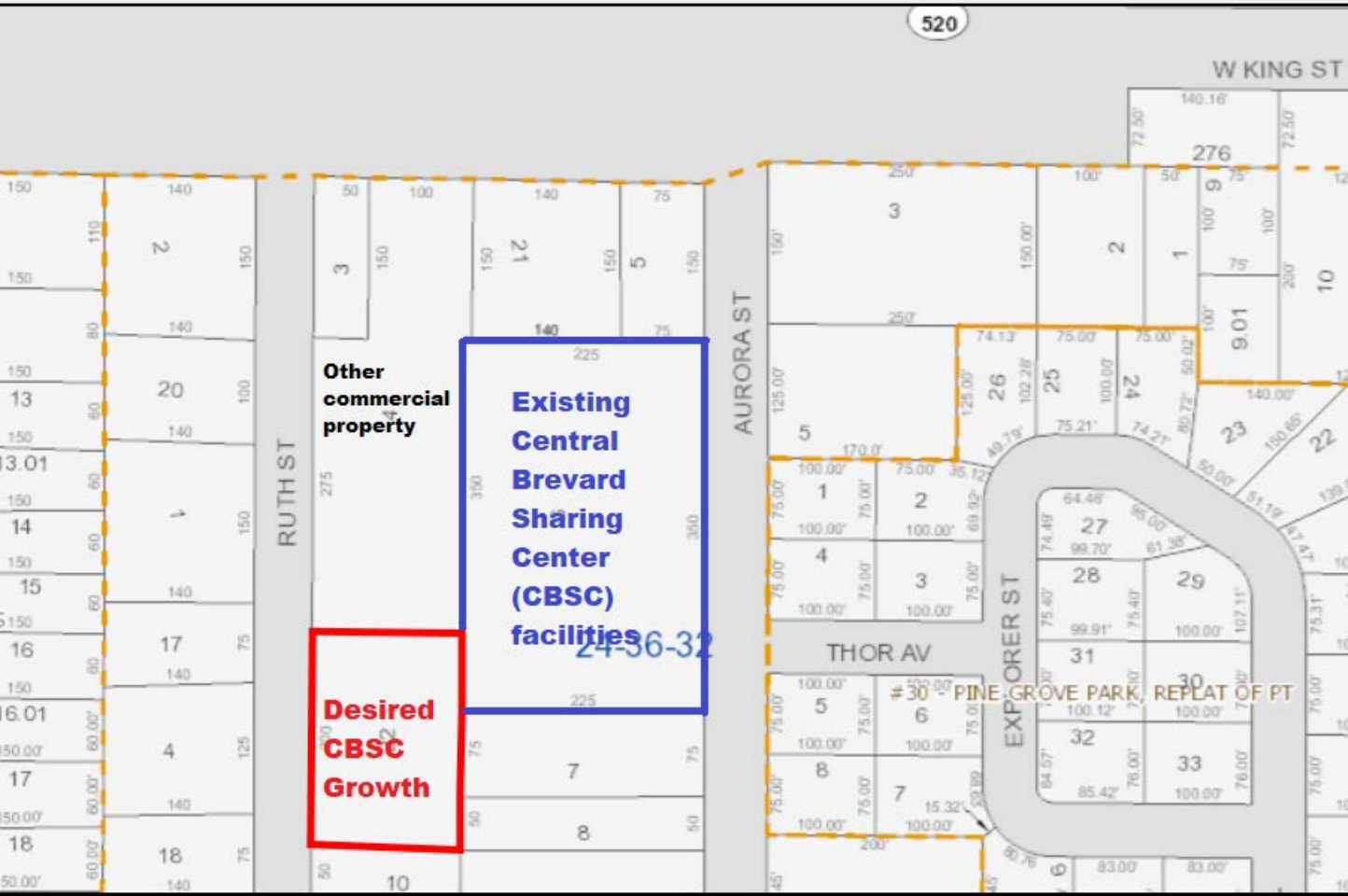
BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, REVEREND WARREN WASSON, DR. HAROLD E. BOOKBINDER, ROYTENE H. BURNS, and FRANK RUBIN, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS MY HAND and OFFICIAL SEAL in the County and State heretofore named above this 27th day of July, 1978.

Notary Public

My Commission Expires:

My commission expires AUG. 28, 1981


520
W KING ST
RUTH ST
AURORA ST
THOR AV
EXPLORER ST
Other commercial property
Existing Central Brevard Sharing Center (CBSC) facilities
Desired CBSC Growth
24-36-32
30 - PINE GROVE PARK, REPLAT OF PT

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID BLOCK 4, GO NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 207.92 FEET TO A POINT ON THE EAST LINE; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO NORTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET; THENCE GO EASTERLY PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO SOUTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

Prepared by and return to:
Donna Harris TS
Title Solutions of Florida, LLC
390 South Courtenay Parkway
Merritt Island, FL 32952
(321) 586-2095
File No MI-22-434

Parcel Identification No 24-36-32-29-4-22

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **7th day of October, 2022** between **FORREST J. RITTMANIC, a married man**, whose post office address is **867 WESTPORT DR, ROCKLEDGE** of the County of BREVARD, State of Florida, 32955, Grantor, to **CENTRAL BREVARD SHARING CENTER, INC., a Florida Not For Profit Corporation**, whose post office address is **P.O. Box 3363, Cocoa** of the County of Brevard, State of Florida 32924-3363, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Brevard County, Florida, to-wit:

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID BLOCK 4, GO NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 207.92 FEET TO A POINT ON THE EAST LINE; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO NORTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET; THENCE GO EASTERLY PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 140 FEET; THENCE GO SOUTHERLY PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantor's residence and homestead address is: 867 WESTPORT DR, ROCKLEDGE, FL 32955.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: JUDITH A. IVEY

FORREST J. RITTMANIC

WITNESS
PRINT NAME: WADE B. [illegible]

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 7th day of October, 2022, by FORREST J. RITTMANIC.

DONNA HARRIS
MY COMMISSION # HH 189320
EXPIRES: November 27, 2025
Bonded Thru Notary Public Underwriters

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known:_____ OR Produced Identification: FL DL
Type of Identification
Produced:

State of Florida
Department of State

I certify from the records of this office that CENTRAL BREVARD SHARING CENTER, INC. is a corporation organized under the laws of the State of Florida, filed on September 25, 1978.

The document number of this corporation is 744362.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8913910151CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

06/27/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of July 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: $512.23
Ad No: 0005749313
Customer No: BRE-6CI200
This is not an invoice

# of Affidavits: 1

SHELLY HORA
Notary Public
State of Wisconsin

Ad#5749313 06/27/2023

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:
ZONING MAP AMENDMENTS

PZ 20-00100002 Adamson Creek Phase Two Zoning Map Amendment to PUD/Preliminary Subdivision/Large Scale Site Plan/Development Agreement| Ordinance 10-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Adamson Creek Phase Two, Tax Parcel ID 24-35-22-00-502).

B. Consideration of the ADAMSON CREEK PHASE TWO PRELIMINARY SUBDIVISION/LARGE SCALE SITE PLAN/DEVELOPMENT AGREEMENT consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner intends to develop a Planned Unit Development project, which shall be Phase Two of the Adamson Creek PUD and subdivision containing 30 single-family home lots and common space tracts. Tax Parcel ID 24-35-22-00-502.

PZ 23-02100005 Central Brevard Sharing Zoning Map Amendment | Ordinance No. 11-2023

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID: 24-36-32-29-4-22.

PZ 23-02100004 N Range Rd (Cocoa Woods) Zoning Map Amendment | Ordinance No. 12-2023

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 19.28 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON NORTH RANGE ROAD, SOUTHWEST OF THE INTERSECTION OF NORTH RANGE ROAD AND TIGER TRAIL IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM SINGLE-FAMILY RESIDENTIAL (RU-1-7) TO MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID numbers: 24-35-24-00-759 and 24-35-24-00-758.

PZ 23-021000056 Mike Erdman Zoning Map Amendment | Ordinance No. 13-2023

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OF LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. A portion of Tax Parcel ID: 24-35-26-00-545.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 12, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE

COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-441	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Conduct the Final public hearing on the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad CPP 2023.docx RFP scoring.pdf PUBLIC NOTICE HEARING (Correction) - FINAL 7-25-23 meeting.docx Draft CDBG FY 23-24 Action Plan.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Conduct the Final public hearing on the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $128,609 in Community Development Block Grant (CDBG) funds and $76,044 in HOME grant funds for Fiscal Year 2023/2024 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing quality housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate-income persons. HOME Program funds can only be

used for housing activities benefiting low- and moderate-income persons.

Based on priorities and goals identified in the FY 2022/2027 Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2023 and September 30, 2024.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30-day public comment period. The 30-day public comment period began June 7, 2023 and ended on July 12, 2023. All comments received during the comment period were noted in the document.

Projects were advertised with funding amounts of $128,609 for CDBG and $76,044 for HOME in accordance to Council's approved recommendations on April 25, 2023.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2023/2024

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 5,250.00
Family Promise of Brevard (rent/mortgage assistance)	$ 5,250.00
Central Brevard Sharing Center (*community kitchen)*	$ 5,000.00
Salvation Army (*meals in domestic violence shelter)*	$ 3,791.35
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$77,188.65
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 31,129.00
Fair Housing Education & Outreach	$ 1,000.00
TOTAL CDBG FUNDS:	**$128,609**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2023/2024

Housing: CHDO	$11,406.60
HOME: Housing Activity	$57,033.00
HOME Administration and Operational funds	$ 5,650.07
HOME Administration County	$ 1,954.33
TOTAL HOME FUNDS:	**$76,044**

Staff is requesting Council approve the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A
Will be budgeted in FY2024

PREVIOUS ACTION:

First Reading approved on April 25, 2023

RECOMMENDED MOTION:

Conduct the Final public hearing on the proposed FY2023/2024 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) dated: or by publication on the newspaper's website, if authorized, on

06/07/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 7th of June 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5.15.27

My commission expires

Publication Cost: $465.11
Ad No: 0005726819
Customer No: BRE-6CI200
This is not an invoice
# of Affidavits 1

NANCY HEYRMAN
Notary Public
State of Wisconsin

AD#5726819 6/7/2023

NOTICE OF PUBLIC HEARING

CITY OF COCOA'S 2022/2027 FIVE-YEAR CONSOLIDATED PLAN, PROGRAM YEAR 2022/2023
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $155,644 in Community Development Block Grant (CDBG) Entitlement funds and $84,977.14 in HOME Investment Partnership funds for Program Year 2022-2023. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, July 25, 2023 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the proposed 2022/2027 Consolidated Plan and final statement of objectives and projected use of funds for program year 2022-2023 Action Plan.
The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2022-2023

PUBLIC SERVICES:	
Community Services Council *(meals on wheels & seniors at lunch)*	$10,505.97
Central Brevard Sharing Center *(community kitchen)*	$ 6,548.72
Salvation Army *(meals in domestic violence shelter)*	$ 6,291.91
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$100,168.60
ADMINISTRATION:	
CDBG Administration and Operational funds	$31,128.80
Fair Housing Education & Outreach	$1,000.00
TOTAL CDBG FUND	**$155,644**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2022-2023

HOUSING: CHDO	$12,746.57
HOME: Housing Activity	$63,732.86
HOME: Administration and Operational funds	$6,313.80
HOME: Administration County	$2,183.91
TOTAL HOME FUNDS	**$84,977.14**

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2022-2027 Five-Year Consolidated Plan and 2022-2023 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143/Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to ftorbert@cocoafl.gov, or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning June 7, 2023 through July 12, 2023 at 12pm. The final public hearing is scheduled for Tuesday, July 25, 2023 at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing.

CDBG Public Services Funding - FY 2023-2024

	Florence Torbert	Marcia Markham	Tiffany Bonadio	Connor Williams	Colleen Campbell		Total Points	%	Proposed Funding	Rank
Community Services Council - Aging Matters	94	94	100	100	95		483	96.6	$6,673.30	#2
Central Brevard Sharing Center	97	69	90	78	82		416	83.2	$5,000.00	#3
Family Promise of Brevard	100	100	100	92	97		489	97.8	$6,673.30	#1
Salvation Army	64	75	80	61	67		347	69.4	$5,000.00	#4
Brevard Alzheimer’s Association	45	45	52	59	67		268	53.6	$0.00	#5

Legislation Details (With Text)

File #:	23-442	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 14-2023.docx SR524 trips.pdf LOS.pdf Legal Ad Ord 14-2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Abigail Morgan, Interim Public Works Director/City Engineer
Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524.

BACKGROUND:

The City of Cocoa has seen unprecedented growth along the State Road 524 (SR 524) corridor, primarily between Interstate 95 (I-95) and Industry Road. This growth, along with the growth related to new development applications, has led to a deficiency in traffic volume on this corridor. SR 524 is a two-lane rural-style highway with traffic signals at Industry Road, London Boulevard, Cox Road, the Wal-Mart Distribution Center Driveway, Friday Road, and I-95. While this roadway is located within the City of Cocoa Limits, it is under the jurisdiction of the Florida Department of Transportation (FDOT). The roadway is functionally classified as an Urban Minor Arterial and carries the following maximum allowable volumes for the roadway segments indicated.

Roadway Segment	Maximum Allowable Volume (MAV)
I-95 to State Road 520	24,200
I-95 to Cox Road	18,590
Cox Road to Industry Road	19,470

The maximum allowable volume is based on the roadway's acceptable Level of Service (LOS), which is “D” for this roadway.

These volumes and LOS determinations are generated through a series of calculations that include roadway type, roadway characteristics (lane width, number of lanes, medians, terrain, turn lanes, etc.), traffic characteristics (flow rates, number of heavy vehicles, seasonal volumes, etc.), traffic control (signals, signal cycle time, etc.), and multimodal considerations (paved shoulders or bike lanes, pavement condition, on-street parking, sidewalks, etc.).

Generally, the higher the LOS, the more efficient those operating conditions are. Exhibit A provides a visualized graphic of these conditions. The maximum allowable volume (MAV) is based on the adopted LOS for a particular roadway. MAV is typically based on the Average Annual Daily Traffic (AADT) or the daily average number of vehicles on a roadway. Typically, the desirable LOS for a roadway is “C”. LOS A would indicate a very under-utilized roadway or overbuilt roadway.

The Space Coast Transportation Planning Organization performs traffic counts annually on several roadways throughout the County, including SR 524. Below is a table showing the latest traffic counts and MAVs:

Roadway Segment	Adopted LOS	MAV	AADT (2022)
I-95 to SR 520	D	24,200	6,280
I-95 to Cox Road	D	18,590	12,870
Cox Road to Industry Road	D	19,470	14,380

The volumes above do not represent currently approved projects or projects that are under construction. When a project is approved, roadway trips associated with that project become vested. The City tracks these vested trips against the available volumes. Below is a table showing the approved projects and their vested trips against the MAV.

Roadway Segment	LOS	MAV	AADT (2022)	*Arbours at Cocoa Landing	Cirrus Apartments	Dollar General	Integra	Remaining Trips
I-95 to SR520	D	24,200	6,280	29	102	17	41	17,732
I-95 to Cox	D	18,590	12,870	306	579	252	442	4,142
Cox to Industry	D	19,470	14,380	956	3,394	280	1,356	-896

*The trips associated with the Arbours at Cocoa Landing were originally thought to have lost vested rights due to the site plan expiration. These trips did not actually lose vested rights because of tolling requirements through executive orders from the State of Florida Governor’s Office. Although the trips exceed the MAV, the total trips including vested trips are within 10% of the total.

Unfortunately, the growth on this corridor from approved projects and currently proposed projects has

outpaced FDOT's schedule to widen SR 524, which is undetermined at this particular time. The SR 524 Trip Exhibit shows current volumes with vested trips and details the volume deficiencies with the proposed projects. Information is also included to show the new capacities, post improvements. When the roadway is widened, there will be additional capacity beyond what is needed for the currently proposed projects, which will continue the economic development in this area.

FDOT is finalizing the Project Development and Environmental Phase **(PD&E)** for the SR 524 widening project. It is anticipated that the PD&E report will be available sometime in September of this calendar year. The purpose of this phase was to help determine the conceptual design of the roadway, along with the social, economic, and environmental impacts of the project. The next phase of this project is **Design**, which is not currently funded. The estimated cost for design is between $8-10 million. Once funded, FDOT will finalize the PD&E Phase and begin the design for improvements from I-95 to Industry Road. This would also include a new interchange at SR 524 and I-95. Typically, the next phases include right-of-way **(ROW)** acquisition and then **Construction**. It is not anticipated that a lot of ROW will be required since the current ROW is very wide. The City also has property that could potentially be utilized, pending the proposed design. Phased construction would be likely to occur, with the main phases being Cox to Industry and then I-95 to Cox. The segment from I-95 to SR 520 is not projected to exceed current capacity even with the proposed projects. Construction was estimated at $60 million in 2021, with the main two phases being roughly $36 million. This number will continue to increase with inflation.

The City of Cocoa is in a similar position to a number of other cities when it comes to this situation. The City cannot fully fund the design or construction improvements due to the exorbitant costs associated with them. As required in the Transportation Element of the Comprehensive Plan, the City is not to approve development if capacities are not available when that capacity is needed (build-out). The City can initiate a proportionate fair share, if the project can be fully funded within 5 years in the Capital Improvements Plan or the City can guarantee by resolution that it will be funded in 10 years. The City cannot make these guarantees since it is a State-owned roadway and not under the City's jurisdiction. The City's typical capital budget related to roadways is $300,000/year.

Staff would like to have the City Council consider removing concurrency requirements for only this corridor due to the feasibility of construction and crippling economic impacts to the City if development is denied. If the development is allowed, the City will bring in additional revenue to help the City continue to prosper and fund core city services such as police, fire, and public works. The City will also receive Transportation Impact Fee Funds from each project that can go towards the widening of the roadway. Currently, the City can fund nearly half of the design through those impact fee funds, approximately $4 to $5 million. If the concurrency requirements are removed, the City will earmark the current and future impact fee funds towards the design and construction, seek assistance from the County and/or SCTPO for matching funds, and petition FDOT for matching funds as well. This would show FDOT that the City is committed to assisting in the widening project, which typically increases the likelihood of additional funding.

On May 11, 2023, the SCTPO approved elevating the project ranking to Number 4 overall, making the SR 524 widening the Number 2 state road project on the Regionally Significant Listing. Once this roadway is fully designed, it will likely move near the top of the SCTPO Project Priorities List, which is then transmitted to FDOT for review. FDOT would then potentially include the project within its future five-year work plan. This process would likely take 2-4 years as the PD&E and Design Phases are currently being finalized but public hearings on the project cannot be scheduled until the final phases of the project are funded. This would greatly reduce the timeframe of a roadway with less than a

standard level of service. The roadway will operate at a level of service of E or F for some time until the improvements are made. The Level of Service Exhibit details what the various letter rankings mean. During peak hours, the roadway would likely be similar to SR 520 westbound between Merritt Island and US-1.

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa
Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

Staff Finding The proposed amendment would allow for the SR 524 corridor to continue to be developed. Many of the proposed developments include both market-rate and affordable housing, along with single-family housing. This will contribute to the City's population growth and help to grow a diverse and economically stable community. The addition of population in this area will also encourage additional commercial growth around this corridor to help support the additional residents.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The proposed amendment will diminish the LOS related to the transportation facilities until the roadway is widened. While the SR 524 transportation facility is a public facility, it is not a Cocoa public facility. There is very little control the City has when it comes to such a substantial project. The capacity and safety project process has begun and is currently in the PD&E Phase, as detailed previously in this summary. All other items listed below will continue to be provided at an adequate LOS. In addition to the roadway improvements, utility extensions would likely be incorporated into this project as well as greatly enhanced multimodal facilities including oversized sidewalks, landscaping, lighting, and bicycle lanes.

Potable Water: The City of Cocoa Utilities Department serves the subject area for water service. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the potable water system.

Sanitary Sewer: The subject area is served by the City of Cocoa Utilities Department for sewer service. The current sewer capacity in the City can provide service to the area. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the sewer system.

Solid Waste: The solid waste service to this parcel is provided through the City's Solid Waste Agreement. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility

program. Submittal for new developments will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application if site plan modifications or building permits are applied for in the future.

Transportation: Transportation LOS will be adequate once the roadway is widened. Additional safety enhancements will likely be included with this project.

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. Most residential developments are also including private amenities to their residents, which includes recreation and open space.

Schools: A Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The text amendments are not anticipated to impact natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner."

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: The proposed text amendment would not alter the City's ability to provide service capacity to these areas. However, the State would not be able to provide an adequate LOS for this roadway between the buildout of the currently approved projects and the future widening of the roadway.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The surrounding properties that will be developed if this amendment is approved will generally be a combination of single-family, multi-family, and commercial. This is consistent with the current land uses on this corridor.

(7) 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:

Transportation Element

Objective 2.1.2: Transportation Concurrency. The City shall ensure that transportation facilities are available at the time of development.

Policy 2.1.2.1: Since 2009, the City has been exempt from state-mandated transportation concurrency. However, the City will continue to monitor transportation as a matter of local law as addressed in this Comprehensive Plan.

Policy 2.1.2.2: As part of the Concurrency Management System, the City shall review proposed new developments for their impact on the roadway network.

Objective 2.1.8: Transportation Facilities Improvement Coordination. The City shall continuously coordinate transportation improvement requirements with all other affected governmental entities to ensure that the efficient and cost-effective course of action is followed. Annual plan updates shall consider the FDOT 5-Year Transportation Plan, the Space Coast Transportation Planning Organization and the plans of neighboring jurisdictions.

Policy 2.1.8.1: The City shall continuously coordinate with local, TPO, regional and state plans to accomplish interlocal solutions to the transportation needs and problems of the City.

Policy 2.1.8.4: The City shall coordinate with FDOT and Brevard County to develop a road improvement program which will result in the modernization of state and county roads within the City by changing the design of these roads from the existing "rural section" with swales to an "urban section" with curbs, sidewalks and subsurface drainage.

Capital Improvements Element

Objective 14.1.6: Multi-Jurisdictional Coordination. The City will continue coordination that provides for multi-jurisdictional approaches to the provision of needed public facilities.

Policy 14.1.6.1: The City will appoint representatives to participate in intergovernmental activities pertaining to public facility issues and comprehensive plan implementation in Brevard County.

Policy 14.1.6.2: The City Manager and the Planning and Zoning Board will work closely to address multi-jurisdictional issues concerning the funding of public services.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

Staff Finding: The proposed application will reinforce the positive elements of the City by paving

the way for future economic vitality.

Staff recommends passing on the First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524.

Staff will return for the Second and Final Reading upon transmittal to and approval by the Florida Department of Economic Opportunity.

STRATEGIC PLAN CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

July 12, 2023 Planning and Zoning - recommendation to Council for approval.

RECOMMENDED MOTION:

Pass on First Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing minimum level of service standards for State Road 524.

					Approved/Vested Projects					In Review									
		Adopted LOS	MAV	Current AADT (2022)	Arbours at Cocoa Landing	Cirrus Apartments	Dollar General	Integra	Remaining Trips	London Cove	Adamson Creek Phase 2	Windward Preserve	Allegra	Legacy	Kolter 3-D Homes	Stillwell	Remaining Post Approvals	MAV post Widening	New Remaining Trips
SR 524																			
	SR 520 to I-95	D	24,200	6,280	29	102	17	41	17,732	256	260	465	62	36	966	180	15,507	41790	26,283
	I-95 to Cox	D	18,590	12,870	306	579	252	442	4,142	1,951	50	2,714	1,121	242	186	1,193	-3,315	39800	17,895
	Cox to Industry	D	19,470	14,380	956	3,394	280	1,356	-896	8,525	33	698	623	303	124	431	-11,632	39800	8,698

Levels of Service

Level of Service	Flow Conditions	Descriptions
A		Highest quality of service. Free traffic flow with few restrictions on maneuverability or speed.
B		Stable traffic flow. Speed becoming slightly restricted. Low restriction on maneuverability.
C		Stable traffic flow, but less freedom to select speed.
D		Traffic flow becoming unstable. Speeds subject to sudden change.
E		Unstable traffic flow. Speeds change quickly and maneuverability is low.
F		Heavily congested traffic. Demand exceeds capacity and speeds vary greatly.

"Little Cottonwood Canyon Environmental Impact Statement – Utah Department of Transportation"

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

07/02/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of July 2023, by legal clerk who is personally knownto me

Affiant

Notary State of Wisconsin County of Brown

8-25-23

My commission expires
Publication Cost: $435.61
Ad No: 0005756292
Customer No: BRE-6CI200
This is not an invoice
# of Affidavits: 1

SHELLY HORA
Notary Public
State of Wisconsin

Ad#5756292 07/02/2023

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:

PZ 23-00500003 SR 524 Large Scale Comp Plan Text Amendment | Ordinance 14-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, Adopting a Large Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element removing minimum Level of Service Standards for State Road 524; providing data and analysis and the legal basis set forth in the recitals to support the proposed Comprehensive Amendment; 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.

PZ 23-00200007 Development Agreement - Allegra

B. CONSIDERATION OF A BINDING DEVELOPMENT AGREEMENT between the City of Cocoa, Florida, and John Genoni Trust and Allegra at Cocoa, LLC to allow for the development of up to 312 apartment units in thirteen (13) apartment buildings, consistent with Section 15-21 of the City Code on Tax Parcel No. 24-35-23-00-11 located within the jurisdictional limits of the City of Cocoa and Tax Parcel ID 24-35-23-00-775 located in unincorporated Brevard County.*

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON July 12, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

* Only one public hearing will be held for Item B., Allegra Development Agreement, before the City Council. There will be no second reading before the City Council for Item B.

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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Legislation Details (With Text)

File #:	23-444	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 13-2023, a Zoning Map Amendment consistent with Appendix A Zoning, Article XXI, to change the Zoning Map of approximately 9.1 acres, a portion of a single parcel on SR 520, from Brevard County “BU-1 General Retail Commercial” to City of Cocoa “C-G General Commercial”. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2023.pdf Exhibit A - ME Location Map.pdf Exhibit B - ME Zoning map.pdf Exhibit C - ME FLU map.pdf Exhibit E - ME Site plan.pdf Exhibit D - ME application.pdf Exhibit F - ME Legal ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading of Ordinance 13-2023, a Zoning Map Amendment consistent with Appendix A Zoning, Article XXI, to change the Zoning Map of approximately 9.1 acres, a portion of a single parcel on SR 520, from Brevard County “BU-1 General Retail Commercial” to City of Cocoa “C-G General Commercial”.

BACKGROUND:

Mike H Erdman, president of Mike Erdman Motors, Inc, is requesting to amend the Zoning Map designation of the southern portion of the parcel identified as Tax Parcel ID 24-35-26-00-545 from a Brevard County designation of “BU-1 General Retail Commercial” to a City of Cocoa designation of “C-G General Commercial”. The subject property contains approximately 9.19 acres and is currently vacant. The subject property was annexed into the City of Cocoa in 2006 and a Commercial Future Land Use designation was assigned to the subject property on November 7, 2006 via Ordinance 19-2006. However, no zoning map designation was ever assigned to the subject property.

The south portion of this parcel had an approved site plan in 2022 for overflow parking and affiliated infrastructure, and the applicant proposes an amendment to accommodate a Cadillac showroom sales and service department building with associated parking to the north portion of this parcel.

Project Name:	Zoning Ordinance Map Amendment - Mike Erdman
Project No.:	PZ 23-02100006
Meeting Date:	July 12, 2023
Applicant:	Mike H. Erdman
Property Owner:	Mike Erdman Motors, Inc.
Project Location:	4640 HIGHWAY 520 COCOA FL 32926

Future Land Use Designation: Commercial

Zoning District: BU-1 General Retail Commercial Brevard County

Proposed: C-G General Commercial

Existing Land Use: Dealership Sales - Service Center

Council District: District 3 - Councilman Rip Dyal

Legal Ad Date: June 27, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Commercial	C-G General Commercial (City of Cocoa)	State-Owned Land
South	Neighborhood Commercial	BU-1 General Retail Commercial (Brevard County)	Convenient Store/Gas Station
East	Commercial	C-G General Commercial (City of Cocoa)	Warehouse
West	Commercial	C-G General Commercial (City of Cocoa)	Dealership Sales

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City

of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed change is consistent with commercial land uses along the SR-520 corridor in this area. Surrounding land uses include I-95 to the east, an RV dealership and automobile dealership to the west, an FDOT stormwater treatment pond to the north, and a convenience store with a gas station to the south. Within the subject property, a C-G zoned portion is developed with the Mike Erdman Nissan car dealership, and the remaining undeveloped portion is not zoned. The proposed change would establish consistent zoning for the entire subject property. The zoning matches the Commercial future land use classification which was assigned to this property at annexation.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: The proposed zoning amendment would not create an isolated district and is consistent with zoning and future land use classifications in the area.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: This zoning change would in no way materially alter the population density pattern nor increase or overtax local facilities. The potential density/intensity patterns would remain the same, conforming with the surrounding existing development.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: A city zoning district must be assigned to the property. The proposed CG zoning is consistent with the existing land use pattern and the Commercial Future Land Use.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The Future Land Use (FLU) is Commercial and establishes consistent zoning for the subject property and the proposed development of the Cadillac automotive dealership would be consistent with the FLU and therefore would not have an adverse effect on the Comprehensive Plan.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The rezoning is consistent with the zoning classification for the north portion of the subject property and avoids future discrepancies with the proposed development.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The proposed change will not adversely influence living conditions in the area. The zoning change will be in conformance with the Commercial Future Land use found on this

property and in the surrounding area.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: All ingress/egress driveway connections are within the existing private roads and have no direct connection with SR 520. While it is not binding, a Cadillac franchise currently operates out of a building located on 41800 Hwy 520 and the new expected location on the subject property will not increase or affect traffic congestion or public safety. The General Commercial zoning district is consistent with the surrounding properties and is not anticipated to create or excessively increase traffic congestion.

i. *The proposed change will create a drainage problem.*

Staff Finding: Stormwater treatment meets St Johns River Water Management, Brevard County, and FDOT standards and permits have been granted for the proposed Cadillac Dealership and parking overflow. For any development proposed, the City's stormwater management regulations shall be applied at the time of site plan application review.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: As has been previously noted, this zoning amendment will not bring any increase in development density. It simply is changing the current County zoning category to a City classification that is compatible with the City's future land use applied at annexation.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: This zoning amendment will in no way change the development intensity of this property in a way that could adversely affect property values in the adjacent area, which are already currently developed with commercial uses.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.*

Staff Finding: The proposed amendment will not be a deterrent to the improvement or development of adjacent properties. Rather, it will conform with the zoning and future land use classifications of other adjacent properties. All properties adjacent to the subject property have already been developed.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: This rezoning will not grant a special privilege to an individual owner compared to public welfare.

n. *There are substantial reasons why the property cannot be used in accordance with existing*

zoning.

Staff Finding: The property currently has a County zoning classification. The property could not be developed under this classification, as the property has been annexed into the City.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the City.*

Staff Finding: No new density or intensity is proposed; thus, the surrounding scale of development will not be impacted.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The proposed zoning will allow it to match the existing future land use classification, permitting the development already allowed for the property under the Comprehensive Plan.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-1-7 zoning designation is consistent with the allowable uses under the Medium-Density Residential future land use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service be allow the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Response: This rezoning will in no way impact the level of service for facilities in this area.

At the July 12th Planning and Zoning Meeting, Board members voted to recommend approval by City Council.

Staff is requesting Council pass on the First Reading of Ordinance 13-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

July 12, 2023 - P&Z Board recommends approval to City Council

RECOMMENDED MOTION:

Pass on First Reading of Ordinance 13-2023, a Zoning Map Amendment consistent with Appendix A Zoning, Article XXI, to change the Zoning Map of approximately 9.1 acres, a portion of a single parcel on SR 520, from Brevard County “BU-1 General Retail Commercial” to City of Cocoa “C-G General Commercial”.

ORDINANCE NO. 13-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County BU-1 (General Retail Commercial) to City

of Cocoa CG (General Commercial) for the real property depicted and described on **Exhibit A**, attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A

Legal Description of Real Property

PARCEL NO. 1 – A tract of land situated in Section 26, Township 24 South, Range 35 East, Brevard County, Florida, described as follows:

Begin at the point of intersection of the East line of the West one-half of said Section 26 and the North Right-of-Way Line of State Road 520; thence South 89° 54' 17" West along the North Right-of-Way Line of State Road 520 a distance of 200 feet; thence North 19° 31' 48" West 926.01 feet; thence North 53° 57' 34" East 215 feet to a point on the West Right-of-Way Line of Interstate Highway 95, said point being 1000 feet North by perpendicular measurement of the North right-of-way line of said State Road 520; thence South 23° 44' 42" East along the West Right-of-Way Line of Interstate Highway 95 a distance of 838.83 feet to a point on the East line of the West one-half of said Section 26, a distance of 231.63 feet to the Point of Beginning.

AND

From the point of intersection of the East line of the West one-half of said Section 26 and the North Right-Of-Way line of State Road 520, run South 89° 54' 17" West along the North Right-of-Way Line of State Road 520 a distance of 200 feet to the Point of Beginning of herein described parcel; thence continue South 89° 54' 17" West along said line 310 feet; thence North 0° 18' 37" East 160 feet; thence North 24° 24' 28" West 590 feet; thence North 53° 57' 24" East 300 feet; thence South 19° 31' 48: East 926.01 feet to the POINT OF BEGINNING less the following described tract:

Exhibit A (Cont.)

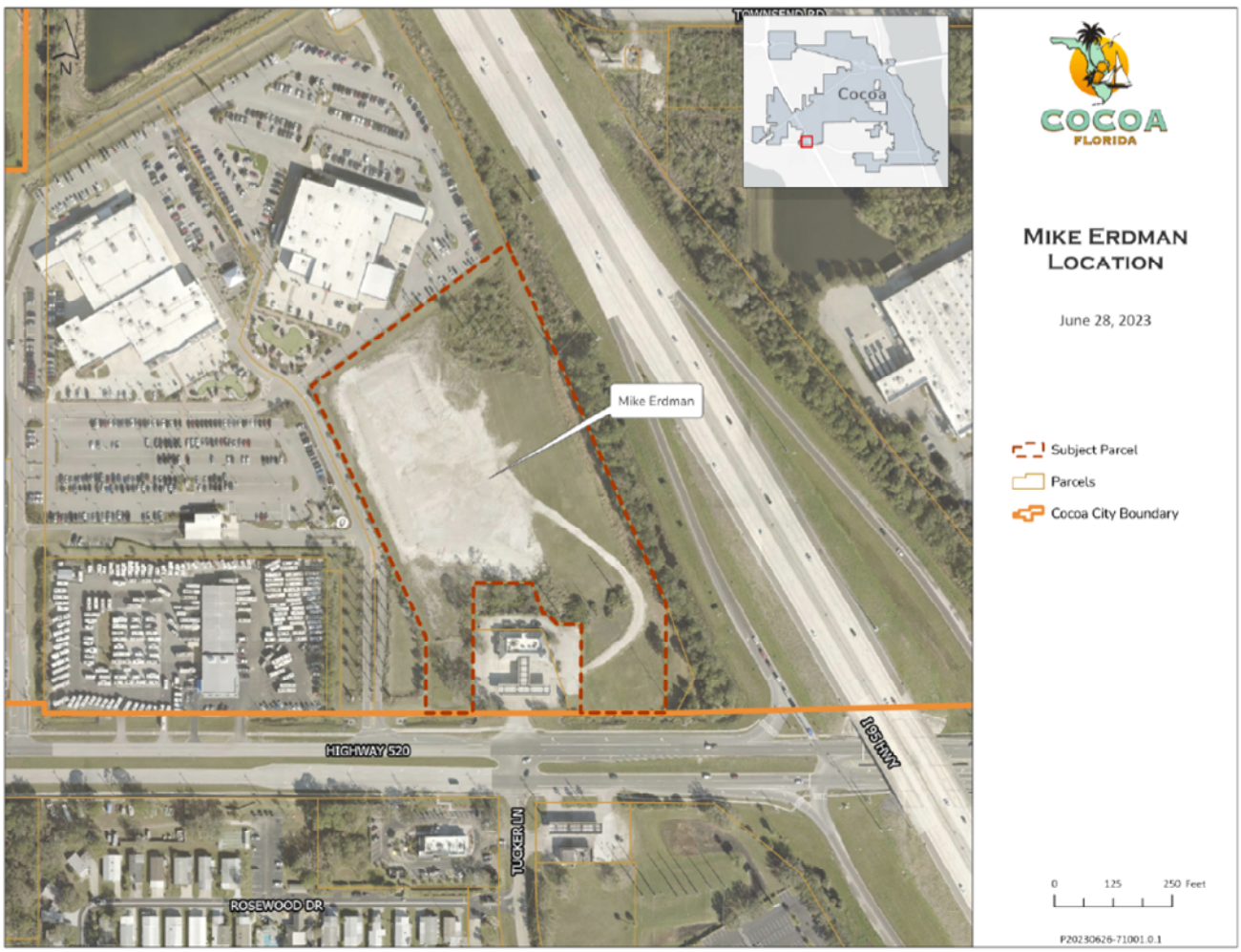
A tract of land situated in Section 26, Township 24 South, Range 35 East, Brevard County, Florida, described as follows: From the point of intersection of the East line of the West one-half of said Section 26 and the North Right-of-Way Line of State Road 520 run South 89°54' 17" West along the North Right-of-Way Line of State Road 520 a distance of 200 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 89°54' 17" West along said line 210 feet; thence North 0° 18' 37" East 175 feet; thence North 89° 54' 17" East parallel with the North Right-of-Way Line of State Road 520 a distance of 146.89 feet; thence South 19° 33' 55" East 185.61 feet to the POINT OF BEGINNING.

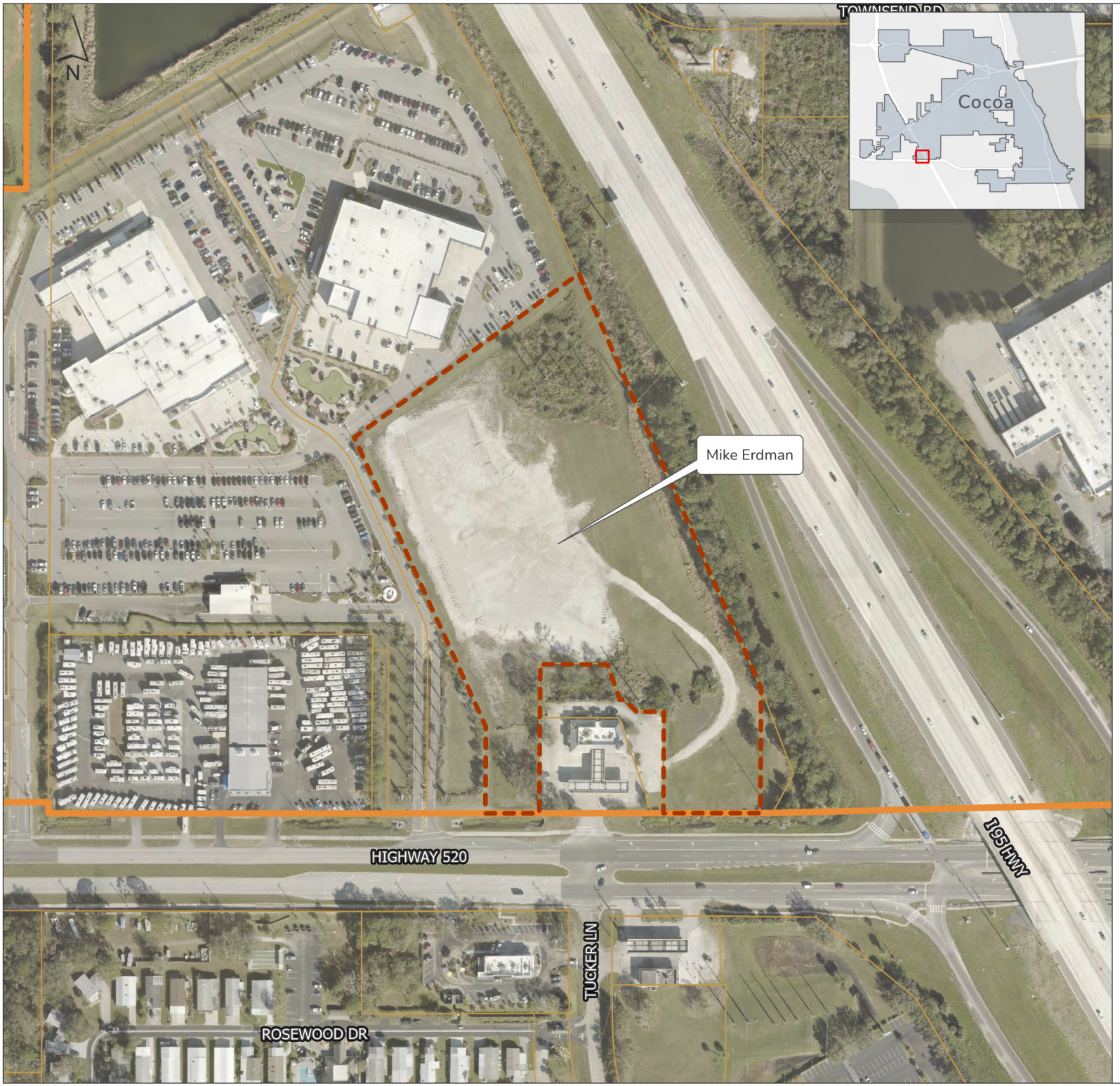
LESS AND EXCEPT

A portion of land described in Official Records Book 944, Page 10, being a part of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the point of intersection of the East line of the West ½ of said Section 26 and the North Right-of-Way Line of State Road 520; thence S 89° 54' 17" W, along said North Right-of-Way Line, a distance of 179.99 feet to the POINT OF BEGINNING; thence continue S 89°54' 17" W, along said North Right-of-Way Line, a distance of 20.01 feet, to the Southeast corner of Official Recors Book 714, Page 948; thence N 19° 35' 55" W, along the Easterly line of said land, a distance of 185.61 feet, to the Northeast corner of said land; thence S 89° 54' 17" W, along the North line of said land, a distance of 146.89 feet; thence N 00°18' 37" E, a distance of 101.01 feet; thence S 89° 41' 23" E, a distance of 124.76 feet; thence S 19°34' 00" E, a distance of 68.61 feet; thence S 89°41' 23" E a distance of 8.70 feet; thence S 44° 55' 23" E, a distance of 31.21 feet; thence S 89° 41' 23" E, a distance of 51.06 feet; thence S 00°18' 37" W, a distance of 187.88 feet to the point of beginning.

Depiction of Real Property





COCOA
FLORIDA

Mike Erdman Location

June 28, 2023

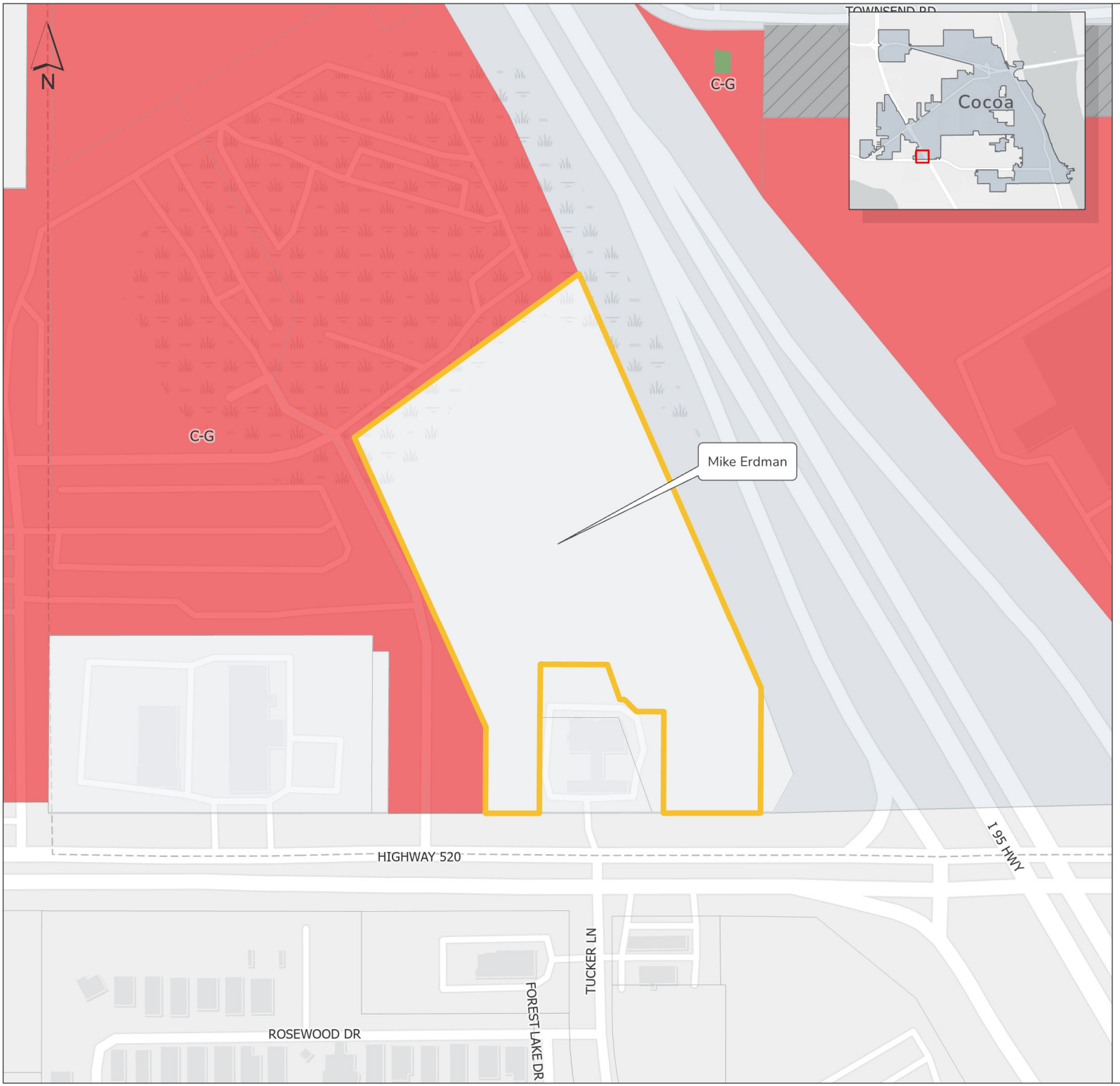
Subject Parcel

Parcels

Cocoa City Boundary

0 125 250 Feet

P20230626-71001.0.1



COCOA
FLORIDA

Mike Erdman Zoning

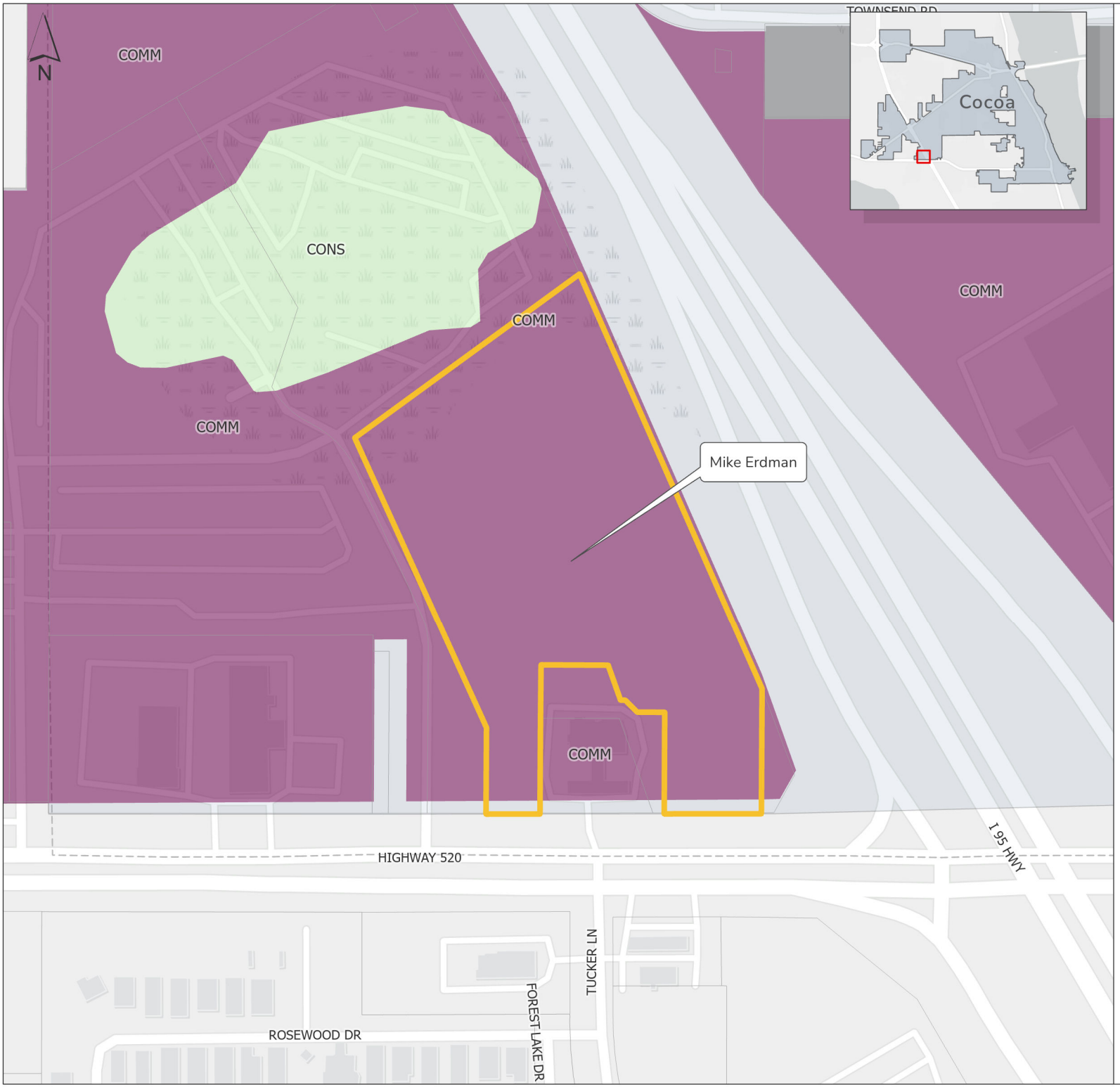
June 26, 2023

Cocoa Zoning

- C-G - General Commercial
- INST - Institutional
- M-2 - Manufacturing and Industrial
- Zoning Not Assigned
- Subject Parcel
- Parcels
- Cocoa City Boundary

0 125 250 Feet

P20230626-71001.0.2



COCOA
FLORIDA

Mike Erdman Future Land Use

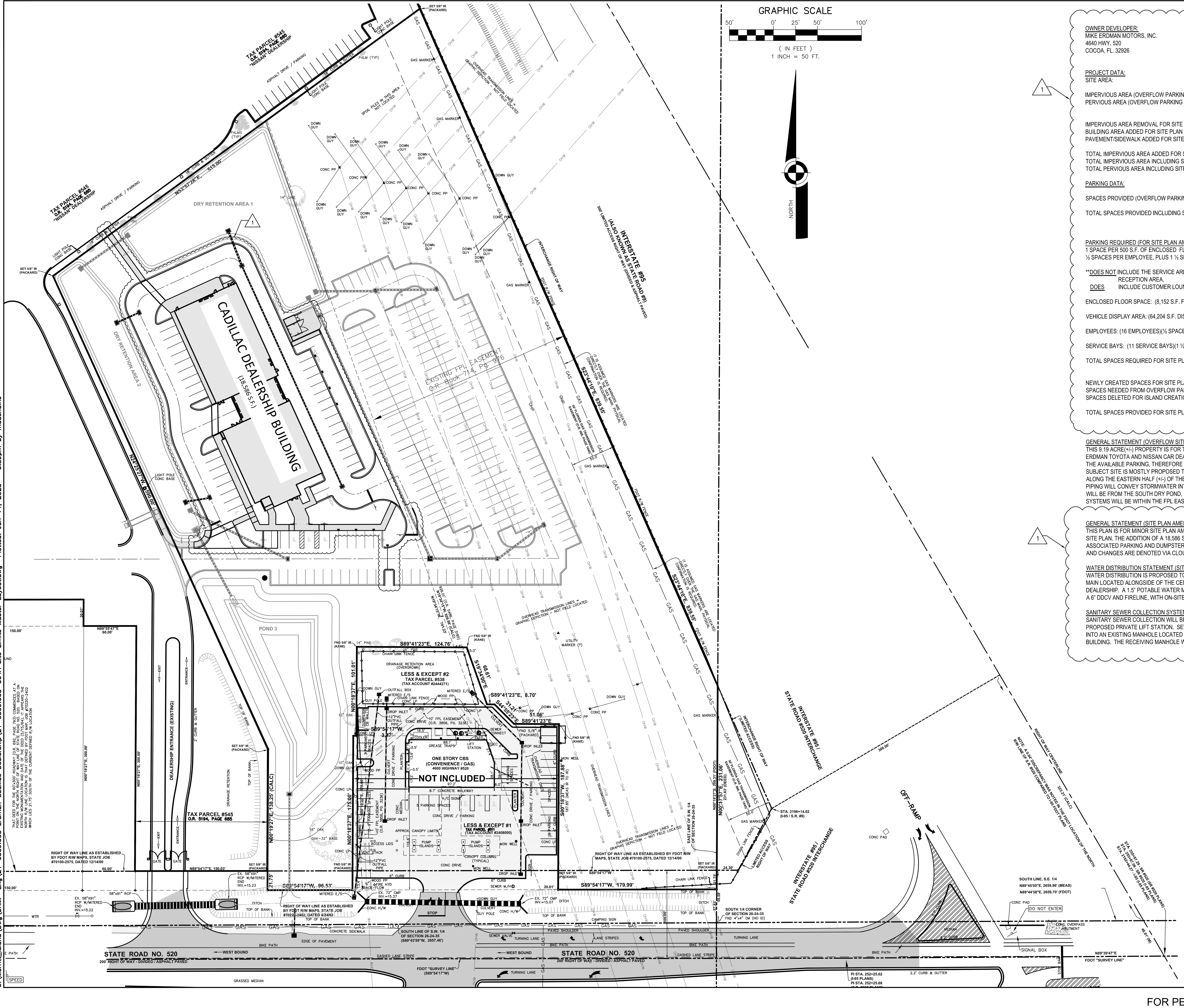
June 26, 2023

Future Land Use

- Commercial
- Industrial
- Conservation
- Subject Parcel
- Parcels
- Cocoa City Boundary

0 125 250 Feet

P20230626-71001.0.3



OWNER DEVELOPER:
MIKE ERDMAN MOTORS, INC.
4640 HWY. 520
COCOA, FL. 32926

PROJECT DATA:

SITE AREA:	9.19 ACRES = 400,273 S.F. = 100%
IMPERVIOUS AREA (OVERFLOW PARKING SITE PLAN):	1.80 ACRES = 78,464 S.F. = 20%
PERVIOUS AREA (OVERFLOW PARKING SITE PLAN):	7.39 ACRES = 321,809 S.F. = 80%
IMPERVIOUS AREA REMOVAL FOR SITE PLAN AMENDMENT NO. 1:	0.09 ACRES = 3,705 S.F. = 1%
BUILDING AREA ADDED FOR SITE PLAN AMENDMENT NO. 1:	0.43 ACRES = 18,776 S.F. = 5%
PAVEMENT/SIDEWALK ADDED FOR SITE PLAN AMENDMENT NO. 1:	0.86 ACRES = 37,325 S.F. = 9%
TOTAL IMPERVIOUS AREA ADDED FOR SITE PLAN AMENDMENT NO. 1:	1.20 ACRES = 52,396 S.F. = 13%
TOTAL IMPERVIOUS AREA INCLUDING SITE PLAN AMENDMENT NO. 1:	3.00 ACRES = 130,860 S.F. = 33%
TOTAL PERVIOUS AREA INCLUDING SITE PLAN AMENDMENT NO. 1:	6.19 ACRES = 269,413 S.F. = 67%

PARKING DATA:

SPACES PROVIDED (OVERFLOW PARKING SITE PLAN): 191 SPACES (10' WIDE STANDARD)

TOTAL SPACES PROVIDED INCLUDING SITE PLAN AMENDMENT NO. 1: 225 SPACES

PARKING REQUIRED (FOR SITE PLAN AMENDMENT No. 1):
1 SPACE PER 500 S.F. OF ENCLOSED FLOOR SPACE**, PLUS 1 SPACE PER 2,000 S.F. OF VEHICLE DISPLAY AREA, PLUS 1 ½ SPACES PER EMPLOYEE, PLUS 1 ½ SPACES PER SERVICE BAY.

**DOES NOT INCLUDE THE SERVICE AREAS, EMPLOYEE ONLY AREAS, CANOPIES, CUSTOMER SERVICE RECEPTION AREA.
DOES INCLUDE CUSTOMER LOUNGE, ADMINISTRATIVE SUPPORT AND VEHICLE SALES BUILDING.

ENCLOSED FLOOR SPACE: (8,152 S.F. FLOOR SPACE)(1 SPACE/500 S.F.) = 16 SPACES

VEHICLE DISPLAY AREA: (64,204 S.F. DISPLAY AREA)(1 SPACE/2000 S.F.) = 32 SPACES

EMPLOYEES: (16 EMPLOYEES)(½ SPACE PER EMPLOYEE) = 8 SPACES

SERVICE BAYS: (11 SERVICE BAYS)(1 ½ SPACES/SERVICE BAY) = 17 SPACES

TOTAL SPACES REQUIRED FOR SITE PLAN AMENDMENT NO. 1: 73 SPACES

NEWLY CREATED SPACES FOR SITE PLAN AMENDMENT NO. 1:	35 SPACES
SPACES NEEDED FROM OVERFLOW PARKING SITE PLAN:	45 SPACES
SPACES DELETED FOR ISLAND CREATION FROM OVERFLOW PARKING SITE PLAN:	-1 SPACE
TOTAL SPACES PROVIDED FOR SITE PLAN AMENDMENT NO. 1:	79 SPACES (INCLUDES 3 HANDICAP SPACES)

GENERAL STATEMENT (OVERFLOW SITE PLAN):
THIS 9.19 ACRE(+/-) PROPERTY IS FOR THE PROPOSED OVERFLOW PARKING ASSOCIATED WITH THE ADJACENT MIKE ERDMAN TOYOTA AND NISSAN CAR DEALERSHIPS. CURRENTLY PARKING NEEDS WITHIN THE DEALERSHIP EXCEEDS THE AVAILABLE PARKING, THEREFORE OVERFLOW PARKING IS NEEDED. THE OVERFLOW PARKING WITHIN THE SUBJECT SITE IS MOSTLY PROPOSED TO BE WITHIN THE EXISTING FLORIDA POWER & LIGHT (FPL) EASEMENT LOCATED ALONG THE EASTERN HALF (+/-) OF THE PROPERTY, AS SHOWN ON THE PLAN. A SYSTEM OF DRAINAGE INLETS AND PIPING WILL CONVEY STORMWATER INTO THE INTERCONNECTED DRY RETENTION PONDS. STORMWATER OUTFALL WILL BE FROM THE SOUTH DRY POND, INTO THE BREVARD COUNTY DRAINAGE DITCH. NO WATER OR SANITARY SEWER SYSTEMS WILL BE WITHIN THE FPL EASEMENT.

GENERAL STATEMENT (SITE PLAN AMENDMENT NO. 1):
THIS PLAN IS FOR MINOR SITE PLAN AMENDMENT NO. 1 TO THE PREVIOUSLY APPROVED OVERFLOW PARKING PARCEL SITE PLAN. THE ADDITION OF A 18,586 S.F. CADILLAC SHOWROOM SALES AND SERVICE DEPARTMENT BUILDING WITH ASSOCIATED PARKING AND DUMPSTER ENCLOSURE WERE ADDED TO THE PLANS. SITE PLAN AMENDMENT ADDITIONS AND CHANGES ARE DENOTED VIA CLOUDING ON THE PLANS AND THE REVISION BLOCK.

WATER DISTRIBUTION STATEMENT (SITE PLAN AMENDMENT NO. 1):
WATER DISTRIBUTION IS PROPOSED TO EXTEND AN 8" WATER MAIN FROM THE EXISTING 10" CITY OF COCOA WATER MAIN LOCATED ALONGSIDE OF THE CENTER ENTRY DRIVE OF THE MIKE ERDMAN TOYOTA/NISSAN AUTOMOTIVE DEALERSHIP. A 1.5" POTABLE WATER METER AND A 2" SERVICE LINE TO THE PROPOSED BUILDING WILL BE PROVIDED. A 6" DDCV AND FIRELINE, WITH ON-SITE FIRE HYDRANT(S) WILL BE PROVIDED.

SANITARY SEWER COLLECTION SYSTEM STATEMENT (SITE PLAN AMENDMENT NO. 1)
SANITARY SEWER COLLECTION WILL BE ACCOMPLISHED VIA GRAVITY FLOW FROM THE PROPOSED BUILDING, TO A PROPOSED PRIVATE LIFT STATION. SEWAGE WILL THEN BE PUMPED VIA A 1.25" PRIVATE FORCE MAIN, WESTERLY AND INTO AN EXISTING MANHOLE LOCATED NORTHWEST OF THE EXISTING MIKE ERDMAN TOYOTA/NISSAN CAR WASH BUILDING. THE RECEIVING MANHOLE WILL BE LINED.

NOTES:

1. PARKING LOT LIGHTING MUST CONFORM TO FLORIDA POWER & LIGHT (FPL) REQUIREMENTS AND IS SUBJECT TO FPL APPROVAL. OVERALL POLE HEIGHTS SHALL NOT EXCEED 14 FEET.
2. ALL LANDSCAPING & IRRIGATION MUST MEET FPL REQUIREMENTS AND IS SUBJECT TO FPL APPROVAL. MATURE TREE HEIGHTS SHALL NOT EXCEED 14 FEET.
3. THE PARKING LOT WILL NOT BE FENCED.

NOTE:
ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL

NOTE:
ALL CONDITIONS CONTAINED IN THE FPL CONSENT AGREEMENT ARE TO BE ADHERED TO BY THE CONTRACTOR DURING CONSTRUCTION, AND THE OWNER AFTER CONSTRUCTION IS COMPLETE.

REVISIONS

NO.	DATE	DESCRIPTION	BY
	06/14/23	Per City Site Plan comments	MRD
	05/02/23	Per Cocoa Utilities comments/add Master Meter	MRD
	04/17/23	Per Cocoa Utilities comments/add waterline esm't	MRD
1	11/08/22	Per Site Plan Amendment No. 1	MRD
	09/13/22	Per review agency comments	MRD
	10/29/21	Per City comments	MRD

DESIGNED BY	SAN/MRD
DRAWN BY	MRD
CHECKED BY	SAN
APPROVED BY	SAN

MASTER LAYOUT

CONSTRUCTION PLANS FOR
MIKE ERDMAN MOTORS, INC. OVERFLOW PARKING PARCEL
CITY OF COCOA, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM
DRMP, Inc.
JUAN JOSE GONZALEZ LICENSE No. 84538 STATE OF FLORIDA PROFESSIONAL ENGINEER
Juan J. Gonzalez, P.E.
State of Florida # 84538

PROJECT NO.:	21-0509.001
SCALE:	1" = 50'
DATE:	NOVEMBER, 2020
DRAWING:	C04A

FOR PERMITTING PURPOSES ONLY - NOT FOR CONSTRUCTION

O:\Merritt_Island\Dwg\DRMP-Eng\21-0509.003 Erdman Cadillac Dealership\21-0509.003-C04A Site Limits Master Layout.dwg Plotted: Jun 14, 2023 - 3:59pm by mduchaine

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** n/a
2. **Proposed Zoning Category:** C-G
3. **Existing Future Land Use Category:** Commercial
4. **Proposed Future Land Use Category (*if applicable*):** N/A
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Mike Erdman Motors, Inc.

   Name: Michael H. Erdman, President

   Mailing Address: 4650 Highway 520

   City: Cocoa State: FL Zip Code: 32926

   Phone #: 321-453-1313 Fax #: _____

   Mobile #: _____ E-mail: mikeerdman@mikeerdmantoyota.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☑

   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____

   Name: _____

   Mailing Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone #: _____ Fax #: _____

   Mobile #: _____ E-mail: _____

7. Property Information:

Street Address and Location: 4750 Highway 520, Cocoa, FL 32926

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-35-26-00-□□545.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

3014261 □□□□□□□

Land Area: _____ square feet or 9.19 acres

Existing Use(s) on Property: Automobile Dealership

Proposed Use(s) on Property: Automobile Dealership

8. Please submit the following items in order complete the application:

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☑ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. Application filing deadline. The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. Whether or not the proposed change is contrary to the established land use pattern.

The proposed change is consistent with commercial land uses along the SR 520 corridor in this area. Surrounding land uses include I-95 to the east, an RV dealership and an automobile dealership to the west, an FDOT stormwater treatment pond to the north, and a convenience store w/gas pumps to the south. Within the subject property, there is a C-G zoned portion that is developed with the Mike Erdman Nissan car dealership, and the remaining undeveloped portion is not zoned. The proposed change would establish a consistent zoning for the entire subject property.

b. Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.

No. As described above, the proposed change is consistent with adjacent property uses.

c. Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

The proposed change is to a commercial zoning (C-G) and land use (automotive dealership), therefore residential density is not affected. The density patterns would not be altered due to this zoning and the subsequent build of our new facility. The Cadillac dealership currently resides in the Mike Erdman Auto Expo 95, at 4800 Hwy 520, Cocoa (directly south of Mike Erdman Toyota). The staffing for the new build will not change.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

No. As described in Item 18(a) above, there is a C-G zoned portion within the subject property that is developed with the Mike Erdman Nissan car dealership. The proposed change would establish a consistent zoning for the entire subject property.

e. Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

The Future Land Use (FLU) is Commercial and establishing consistent zoning for the subject property and the proposed development of the Cadillac automotive dealership would be consistent with the FLU, and therefore would not have an adverse effect on the Comprehensive Plan.

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

As described in Item 18(a) above, there is a C-G zoned portion within the subject property that is developed with the Mike Erdman Nissan car dealership. The proposed change would establish a zoning for the undeveloped portion of the property, one that is consistent for the entire subject property. Establishment of this zoning is necessary to develop the property.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. There is no additional impact to the area as the Cadillac facility is currently operating out of the Mike Erdman Auto Expo 95, an existing facility located at 4800 Hwy 520, Cocoa (directly south of Mike Erdman Toyota), and staffing will not change. Accordingly, the proposed change will not adversely influence living conditions in the neighborhood.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

The Cadillac franchise is currently operating out of our Auto Expo 95 building (4800 Hwy 520, Cocoa). All ingress/egress driveway connections to SR 520 are within the existing developed Mike Erdman dealership areas, and no new connections to SR 520 are proposed. Staffing will not change and therefore the zoning will not create or excessively increase traffic congestion, or otherwise affect public safety.

i. Whether or not the proposed change will create a drainage problem.

Stormwater treatment meeting current treatment standards will be provided within the subject property. St. Johns River Water Management, Brevard County, and FDOT permit approvals have been granted for the proposed Cadillac dealership.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. As described above, the proposed zoning and property development is consistent with surrounding land uses.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No. All properties adjacent to the subject property have already been developed.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No. The public welfare will not be adversely effected and the proposed change will not grant a special privilege to the applicant.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

As described in Item 18(a) above, there is a C-G zoned portion within the subject property that is developed with the Mike Erdman Nissan car dealership. The proposed change would establish a zoning for the undeveloped portion of the property (which currently this none), one that is consistent for the entire subject property. Establishment of this zoning is necessary to develop the property.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No. As stated, the proposed use and zoning will be consistent with the FLU designation of Commercial, and the proposed zoning consistent with surrounding property uses.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

The site allows all four (4) auto dealerships in the Erdman Automotive family to be in the same location/campus.

19. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Michael Erdman being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

TRACY LEE HOWARD
Notary Public - State of Florida
Commission # HH 142032
My Comm. Expires Jun 14, 2025
Bonded through National Notary Assn.

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 21ST day of June, 20 23

FOR OFFICE USE ONLY

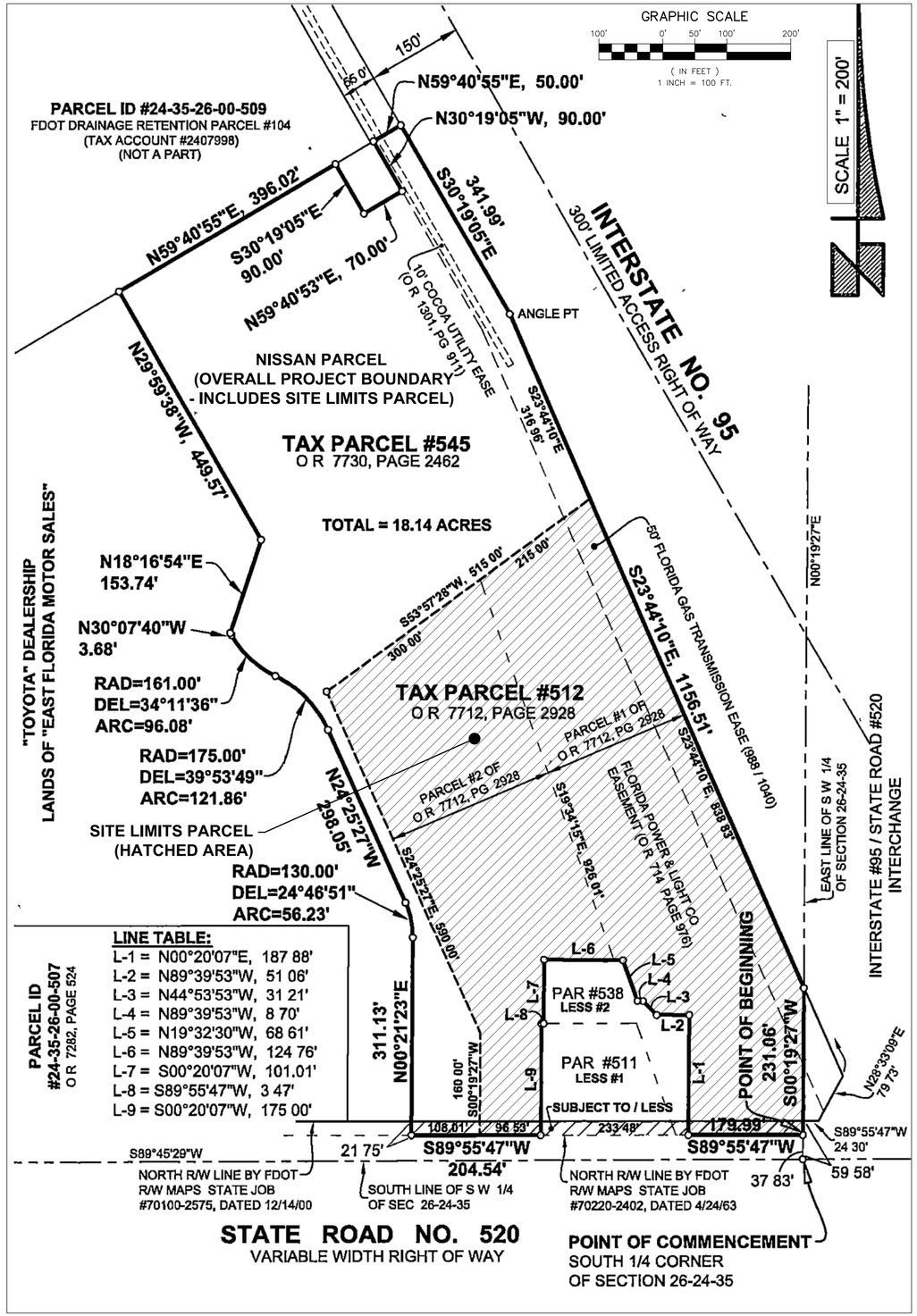
Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____



SITE LIMITS BOUNDARY DESCRIPTION - OVERFLOW PARKING PARCEL

INDIVIDUALLY DESCRIBED -
TAX PARCEL #512 AND TAX PARCEL #545, VIA THEIR RESPECTIVE DEEDS, AS FOLLOWS:

TAX PARCEL #512 DESCRIPTION (O R 7712, PAGE 2928):

PARCEL #1
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST BREVARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS
BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROA
520 THENCE SOUTH 89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520, A DISTANCE OF 200 FEET THENCE NORTH 19°31'48"W , 926
FEET THENCE NORTH 53°57 34" EAST, 215 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 SAID POINT BEING1000 FEET
NORTH, BY PERPENDICULAR MEASUREMENT, OF THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 520, THENCE SOUTH 23°44'42" EAST ALONG THE WES
RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95, A DISTANCE OF 838 83 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26
THENCE SOUTH 00°18'37" WEST, A DISTANCE OF 231 63 FEET TO THE POINT OF BEGINNING

PARCEL #2
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS
FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 5
RUN SOUTH 89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89°54'17" WEST, ALONG SAID LINE 310 FEET, THENCE NORTH 00°18'37" EAST, 160 FEET, THENCE NOF
24°24 28" WEST, 590 FEET, THENCE NORTH 53°57'24" EAST, 300 FEET, THENCE SOUTH 19°31'48" EAST 926 01 FEET TO THE POINT OF BEGINNING

LESS (#1) THE FOLLOWING DESCRIBED TRACT -
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS FROM THE POINT
OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 RUN SOUTH
89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THE HEREIN
DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID LINE, 210 FEET, THENCE NORTH 00°18 37" EAST 175 FEET, THENCE NORTH
89°54 17" EAST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 146 89 FEET, THENCE SOUTH 19°33'35" EAST, 185 61 FEE
TO THE POINT OF BEGINNING

LESS AND EXCEPT
PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 994 PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS LYING IN
SECTION 26, TOWNSHIP 24 SOUTH RANGE 35 EAST, BREVARD COUNTY FLORIDA AND SAID LANDS INTENDED TO INCREASE THE SIZE OF THAT CERTAIN
LESSED OUT TRACT PER 994/10, FOR THE PURPOSE OF ELIMINATING ENCROACHMENTS FROM THE SAID LESSED OUT TRACT ONTO THE PARENT TRACT AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
PARCEL 'A
COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE
ROAD 520 RUN SOUTH 89 DEGREES 54'17" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF SAID
LESSED OUT TRACT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE NORTH 19 DEGREES 17'54" WEST, ALONG THE EAST LINE O
SAID LESSED OUT TRACT, A DISTANCE OF 185 30 FEET, THENCE NORTH 89 DEGREES 54'17" EAST PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, A DISTAN
OF 0 81 FEET, THENCE SOUTH 19 DEGREES 17 54" EAST PARALLEL TO THE EAST LINE OF SAID LESSED OUT TRACT A DISTANCE OF 185 30 FEET TO THE SAID
NORTH RIGHT OF WAY, THENCE SOUTH 89 DEGREES 54'17" WEST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 0 81 FEET TO THE POINT OF BEGINNIN
PARCEL 'B
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 52
RUN SOUTH 89 DEGREES 54'17" WEST, ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 410 FEET TO THE SOUTHWEST CORNER OF SAID LESSE
OUT TRACT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89 DEGREES 54'17" WEST, ALONG SAID NORTH
RIGHT OF WAY LINE, A DISTANCE OF 3 47 FEET THENCE NORTH 00 DEGREES 27'20" EAST PARALLEL TO THE WEST LINE OF SAID LESSED OUT TRACT, A
DISTANCE OF 175 00 FEET, THENCE NORTH 89 DEGREES 54 17" EAST, PARALLEL TO THE SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 3 47 FEET, THENCE
SOUTH 00 DEGREES 27'20" WEST, ALONG THE WEST LINE OF SAID LESSED OUT TRACT A DISTANCE OF 175 00 FEET TO THE SAID NORTH RIGHT OF WAY AND
THE POINT OF BEGINNING

LESS AND EXCEPT (#2) -
A PORTION OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 944, PAGE 10, BEING A PART OF SECTION 26 TWONSHIP 24 SOUTH RANGE 35 EAST BREVARD
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD
520 THENCE S86°54'17"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 179 99 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE
S 89°54 17"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20 01 FEET TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS BOOK 714, PGE 948
THENCE N 19°35'55"W , ALONG THE EASTERLY LINE OF SAID LAND, A DISTANCE OF 185 61 FEET TO THE NORTHEAST CORNER OF SAID LAND, THENCE
S 89°54'17"W , ALONG THE NORTH LINE OF SAID LAND A DISTANCE OF 146 89 FEET, THENCE N 00°18 37' E , A DISTANCE OF 101 01 FEET, THENCE S 89°41 23 E ,
DISTANCE OF 124 76 FEET, THENCE S 19°34 20 E , A DISTANCE OF 66 61 FEET THENCE S 89°41'23"E A DISTANCE OF 8 70 FEET THENCE S 44°53'23"E, A
DISTANCE OF 31.21 FEET THENCE S88°41'23"E A DISTANCE OF 51 06 FEET THENCE S 00°18 37"W , A DISTANCE OF 187 88 FEET TO THE POINT OF BEGINNING,

TAX PARCEL #545 DESCRIPTION (O R 7730, 2462)

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 24 SOUTH, RANGE 35 EAST BREVARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOW

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26 AND RUN N 00°19'27 E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A
DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240 DATED APRIL 24 1953), THENCE S 89°55 47"W , ALONG SAID NORTH
RIGHT OF WAY LINE, A DISTANCE OF 510 00 FEET TO THE S W CORNER OF LANDS DESCRIBED AS PROPERTY 'C' IN O R 6787 PAGE 1443 THE POINT OF
BEGINNING THENCE CONTINUE S 89°55'47"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 108 01 FEET THENCE DEPARTING SAID RIGHT OF WA
LINE RUN N 00°21 23"E A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERI
ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°46'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A
DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT THENCE NORTHWESTERLY, ALONG THE ARC OF SA
CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 88 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE
RIGHT THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF
TANGENCY, THENCE N 30°07'40"W A DISTANCE OF 3 88 FEET THENCE N 18°16'54"E , A DISTANCE OF 153 74 FEET, THENCE N 29°59 38"W A DISTANCE OF 449
FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20 2005) THENCE N 59°40 55"E,, ALONG SAID SOUTH LINE, A DISTANC
OF 396 02 FEET THENCE DEPARTING SAID SOUTH LINE RUN S 30°19'05"E , A DISTANCE OF 90 00 FEET THENCE N 59°40 53"E A DISTANCE OF 70 00 FEET TO A
POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 988, PAGE 1040, THENCE N 30°19 05"W ALONG SAID WEST
LINE A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO
THENCE S 30°19'05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10 E , ALONG SAID RIG
OF WAY LINE, A DISTANCE OF 316 98 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED AS PROPERTY 'C' IN O R, 6787, PAGE 1443,
THENCE S 53°57 28"W , ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 515 00 FEET TO THE NORTHWEST CORNER THEREOF, THENCE S 24°25 27 E ,
ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 590 00 FEET TO AN ANGLE POINT THENCE S 00°19'27"W , ALONG SAID WEST LINE, A DISTANCE OF 160 0
FEET TO THE POINT OF BEGINNING,
LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT
WAY MAPS SECTION #70220-2402 DATED APRIL 24 1963 AND SECTION #70100-2575 DATED DECEMBER 14 2000

SUBJECT TO ALL EASEMENTS OF RECORD

OVERALL PROJECT BOUNDARY DESCRIPTION - NISSAN PARCEL

(INCLUDES OVERFLOW PARKING PARCEL)

COMBINED DESCRIPTION -
THE BELOW BEING ONE & THE SAME AS TAX PARCEL #512 AND TAX PARCEL #545, DESCRIBED AS FOLLOWS:

DESCRIBED - COMBINED:

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING ONE AND THE SAME AS THOSE LANDS DESCRIBED IN O R 7712, PAGE 2928 AND O R 7730, PAGE 2462, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26, AND RUN N 00°19'27"E , ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240, DATED APRIL 24, 1963), THE POINT OF BEGINNING, THENCE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 179 99 FEET, THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 00°20'07"E , A DISTANCE OF 187 88 FEET, THENCE N 89°39'53"W , A DISTANCE OF 51 06 FEET, THENCE N 44°53'53"W , A DISTANCE OF 31 21 FEET, THENCE N 89°39'53"W , A DISTANCE OF 8 70 FEET, THENCE N 19°32'30"W , A DISTANCE OF 68 61 FEET, THENCE N 89°39'53"W , A DISTANCE OF 124 76 FEET, THENCE S 00°20'07"W , A DISTANCE OF 101 01 FEET, THENCE S 89°55'47"W , A DISTANCE OF 3 47 FEET, THENCE S 00°20'07"W , A DISTANCE OF 175 00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, THENCE S 89°55'47"W , ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 204 54 FEET THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN N 00°21'23"E , A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°46'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 86 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF TANGENCY, THENCE N 30°07'40"W , A DISTANCE OF 3 88 FEET, THENCE N 18°16'54"E , A DISTANCE OF 153.74 FEET, THENCE N 29°59'38"W , A DISTANCE OF 449 56 FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20, 2005), THENCE N 59°40'55"E , ALONG SAID SOUTH LINE, A DISTANCE OF 396 02 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN S 30°19'05"E , A DISTANCE OF 90.00 FEET, THENCE N.59°40'53"E , A DISTANCE OF 70 00 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 988, PAGE 1040, THENCE N 30°19'05"W , ALONG SAID WEST LINE, A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E , A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO 95, THENCE S 30°19'05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1156 51 FEET TO A POINT ON THE AFOREAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, THENCE S 00°19'27"W , ALONG SAID EAST LINE, A DISTANCE OF 231 06 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT OF WAY MAPS SECTION #70220-2402, DATED APRIL 24, 1963 AND SECTION #70100-2575, DATED DECEMBER 14, 2000,

CONTAINING 18 14 ACRES

NOTE:
PROJECT BOUNDARY/DESCRIPTION AND SITE LIMITS BOUNDARY/DESCRIPTION PREPARED BY R.M. PACKARD SURVEYING & MAPPING, JOB #06-109-26, DATED 2/3/20.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
	06/14/23	Per City Site Plan comments	MRD
	05/02/23	Per Cocoa Utilities comments/add Master Meter	MRD
	04/17/23	Per Cocoa Utilities comments/add waterline easm't	MRD
4	11/08/22	Per Site Plan Amendment No. 1	MRD
3	09/13/22	Per review agency comments	MRD
2	10/29/21	Per City comments	MRD

DESIGNED BY: SAN/MRD
DRAWN BY: MRD
CHECKED BY: SAN
APPROVED BY: SAN

OVERALL MASTER BOUNDARY SHEET

CONSTRUCTION PLANS FOR
MIKE ERDMAN MOTORS, INC. OVERFLOW PARKING PARCEL
CITY OF COCOA, FLORIDA

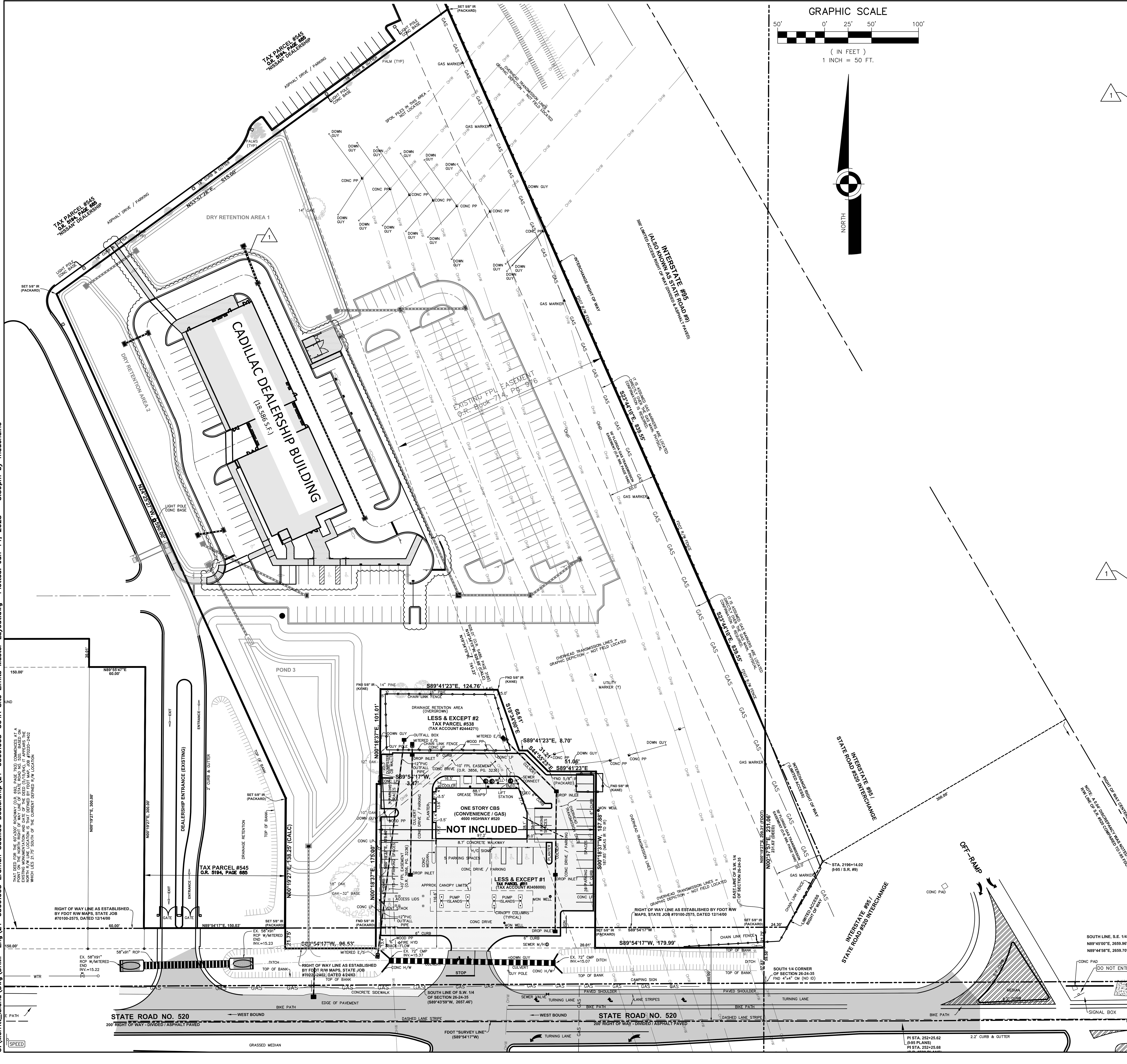
DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM
DRMP, Inc.

PROJECT NO.: 21-0509.001
SCALE: 1" = 100'
DATE: NOVEMBER, 2020
DRAWING: C04

FOR PERMITTING PURPOSES ONLY - NOT FOR CONSTRUCTION

C:\Users\mduchoine\AppData\Local\Temp\AcPublish_6148\21-0509.003-C04 Overall Master Boundary.dwg Plotted: Jun 14, 2023 – 3:59pm by mduchoine



OWNER DEVELOPER:
MIKE ERDMAN MOTORS, INC.
4640 HWY. 520
COCOA, FL. 32926

PROJECT DATA:

SITE AREA:	9.19 ACRES = 400,273 S.F. = 100%
IMPERVIOUS AREA (OVERFLOW PARKING SITE PLAN):	1.80 ACRES = 78,464 S.F. = 20%
PERVIOUS AREA (OVERFLOW PARKING SITE PLAN):	7.39 ACRES = 321,809 S.F. = 80%
IMPERVIOUS AREA REMOVAL FOR SITE PLAN AMENDMENT NO. 1:	0.09 ACRES = 3,705 S.F. = 1%
BUILDING AREA ADDED FOR SITE PLAN AMENDMENT NO. 1:	0.43 ACRES = 18,776 S.F. = 5%
PAVEMENT/SIDEWALK ADDED FOR SITE PLAN AMENDMENT NO. 1:	0.86 ACRES = 37,325 S.F. = 9%
TOTAL IMPERVIOUS AREA ADDED FOR SITE PLAN AMENDMENT NO. 1:	1.20 ACRES = 52,396 S.F. = 13%
TOTAL IMPERVIOUS AREA INCLUDING SITE PLAN AMENDMENT NO. 1:	3.00 ACRES = 130,860 S.F. = 33%
TOTAL PERVIOUS AREA INCLUDING SITE PLAN AMENDMENT NO. 1:	6.19 ACRES = 269,413 S.F. = 67%

PARKING DATA:

SPACES PROVIDED (OVERFLOW PARKING SITE PLAN): 191 SPACES (10' WIDE STANDARD)

TOTAL SPACES PROVIDED INCLUDING SITE PLAN AMENDMENT NO. 1: 225 SPACES

PARKING REQUIRED (FOR SITE PLAN AMENDMENT No. 1):
1 SPACE PER 500 S.F. OF ENCLOSED FLOOR SPACE**, PLUS 1 SPACE PER 2,000 S.F. OF VEHICLE DISPLAY AREA, PLUS 1 ½ SPACES PER EMPLOYEE, PLUS 1 ½ SPACES PER SERVICE BAY.

**DOES NOT INCLUDE THE SERVICE AREAS, EMPLOYEE ONLY AREAS, CANOPIES, CUSTOMER SERVICE RECEPTION AREA.
DOES INCLUDE CUSTOMER LOUNGE, ADMINISTRATIVE SUPPORT AND VEHICLE SALES BUILDING.

ENCLOSED FLOOR SPACE: (8,152 S.F. FLOOR SPACE)(1 SPACE/500 S.F.) = 16 SPACES

VEHICLE DISPLAY AREA: (64,204 S.F. DISPLAY AREA)(1 SPACE/2000 S.F.) = 32 SPACES

EMPLOYEES: (16 EMPLOYEES)(½ SPACE PER EMPLOYEE) = 8 SPACES

SERVICE BAYS: (11 SERVICE BAYS)(1 ½ SPACES/SERVICE BAY) = 17 SPACES

TOTAL SPACES REQUIRED FOR SITE PLAN AMENDMENT NO. 1: 73 SPACES

NEWLY CREATED SPACES FOR SITE PLAN AMENDMENT NO. 1:	35 SPACES
SPACES NEEDED FROM OVERFLOW PARKING SITE PLAN:	45 SPACES
SPACES DELETED FOR ISLAND CREATION FROM OVERFLOW PARKING SITE PLAN:	-1 SPACE
TOTAL SPACES PROVIDED FOR SITE PLAN AMENDMENT NO. 1:	79 SPACES (INCLUDES 3 HANDICAP SPACES)

GENERAL STATEMENT (OVERFLOW SITE PLAN):
THIS 9.19 ACRE(+/-) PROPERTY IS FOR THE PROPOSED OVERFLOW PARKING ASSOCIATED WITH THE ADJACENT MIKE ERDMAN TOYOTA AND NISSAN CAR DEALERSHIPS. CURRENTLY PARKING NEEDS WITHIN THE DEALERSHIP EXCEEDS THE AVAILABLE PARKING, THEREFORE OVERFLOW PARKING IS NEEDED. THE OVERFLOW PARKING WITHIN THE SUBJECT SITE IS MOSTLY PROPOSED TO BE WITHIN THE EXISTING FLORIDA POWER & LIGHT (FPL) EASEMENT LOCATED ALONG THE EASTERN HALF (+/-) OF THE PROPERTY, AS SHOWN ON THE PLAN. A SYSTEM OF DRAINAGE INLETS AND PIPING WILL CONVEY STORMWATER INTO THE INTERCONNECTED DRY RETENTION PONDS. STORMWATER OUTFALL WILL BE FROM THE SOUTH DRY POND, INTO THE BREVARD COUNTY DRAINAGE DITCH. NO WATER OR SANITARY SEWER SYSTEMS WILL BE WITHIN THE FPL EASEMENT.

GENERAL STATEMENT (SITE PLAN AMENDMENT NO. 1):
THIS PLAN IS FOR MINOR SITE PLAN AMENDMENT NO. 1 TO THE PREVIOUSLY APPROVED OVERFLOW PARKING PARCEL SITE PLAN. THE ADDITION OF A 18,586 S.F. CADILLAC SHOWROOM SALES AND SERVICE DEPARTMENT BUILDING WITH ASSOCIATED PARKING AND DUMPSTER ENCLOSURE WERE ADDED TO THE PLANS. SITE PLAN AMENDMENT ADDITIONS AND CHANGES ARE DENOTED VIA CLOUDING ON THE PLANS AND THE REVISION BLOCK.

WATER DISTRIBUTION STATEMENT (SITE PLAN AMENDMENT NO. 1):
WATER DISTRIBUTION IS PROPOSED TO EXTEND AN 8" WATER MAIN FROM THE EXISTING 10" CITY OF COCOA WATER MAIN LOCATED ALONGSIDE OF THE CENTER ENTRY DRIVE OF THE MIKE ERDMAN TOYOTA/NISSAN AUTOMOTIVE DEALERSHIP. A 1.5" POTABLE WATER METER AND A 2" SERVICE LINE TO THE PROPOSED BUILDING WILL BE PROVIDED. A 6" DDCV AND FIRELINE, WITH ON-SITE FIRE HYDRANT(S) WILL BE PROVIDED.

SANITARY SEWER COLLECTION SYSTEM STATEMENT (SITE PLAN AMENDMENT NO. 1)
SANITARY SEWER COLLECTION WILL BE ACCOMPLISHED VIA GRAVITY FLOW FROM THE PROPOSED BUILDING, TO A PROPOSED PRIVATE LIFT STATION. SEWAGE WILL THEN BE PUMPED VIA A 1.25" PRIVATE FORCE MAIN, WESTERLY AND INTO AN EXISTING MANHOLE LOCATED NORTHWEST OF THE EXISTING MIKE ERDMAN TOYOTA/NISSAN CAR WASH BUILDING. THE RECEIVING MANHOLE WILL BE LINED.

NOTES:

1. PARKING LOT LIGHTING MUST CONFORM TO FLORIDA POWER & LIGHT (FPL) REQUIREMENTS AND IS SUBJECT TO FPL APPROVAL. OVERALL POLE HEIGHTS SHALL NOT EXCEED 14 FEET.
2. ALL LANDSCAPING & IRRIGATION MUST MEET FPL REQUIREMENTS AND IS SUBJECT TO FPL APPROVAL. MATURE TREE HEIGHTS SHALL NOT EXCEED 14 FEET.
3. THE PARKING LOT WILL NOT BE FENCED.

NOTE:
ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL

NOTE:
ALL CONDITIONS CONTAINED IN THE FPL CONSENT AGREEMENT ARE TO BE ADHERED TO BY THE CONTRACTOR DURING CONSTRUCTION, AND THE OWNER AFTER CONSTRUCTION IS COMPLETE.

REVISIONS

NO.	DATE	DESCRIPTION	BY
	06/14/23	Per City Site Plan comments	MRD
	05/02/23	Per Cocoa Utilities comments/add Master Meter	MRD
	04/17/23	Per Cocoa Utilities comments/add waterline esm't	MRD
1	11/08/22	Per Site Plan Amendment No. 1	MRD
	09/13/22	Per review agency comments	MRD
	10/29/21	Per City comments	MRD

DESIGNED BY	SAN/MRD
DRAWN BY	MRD
CHECKED BY	SAN
APPROVED BY	SAN

MASTER LAYOUT

CONSTRUCTION PLANS FOR
MIKE ERDMAN MOTORS, INC. OVERFLOW PARKING PARCEL
CITY OF COCOA, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM
DRMP, Inc.

JUAN JOSE GONZALEZ LICENSE No. 84538 STATE OF FLORIDA PROFESSIONAL ENGINEER
Juan J. Gonzalez P.E.
State of Florida # 84538

PROJECT NO.: 21-0509.001
SCALE: 1" = 50'
DATE: NOVEMBER, 2020
DRAWING: C04A

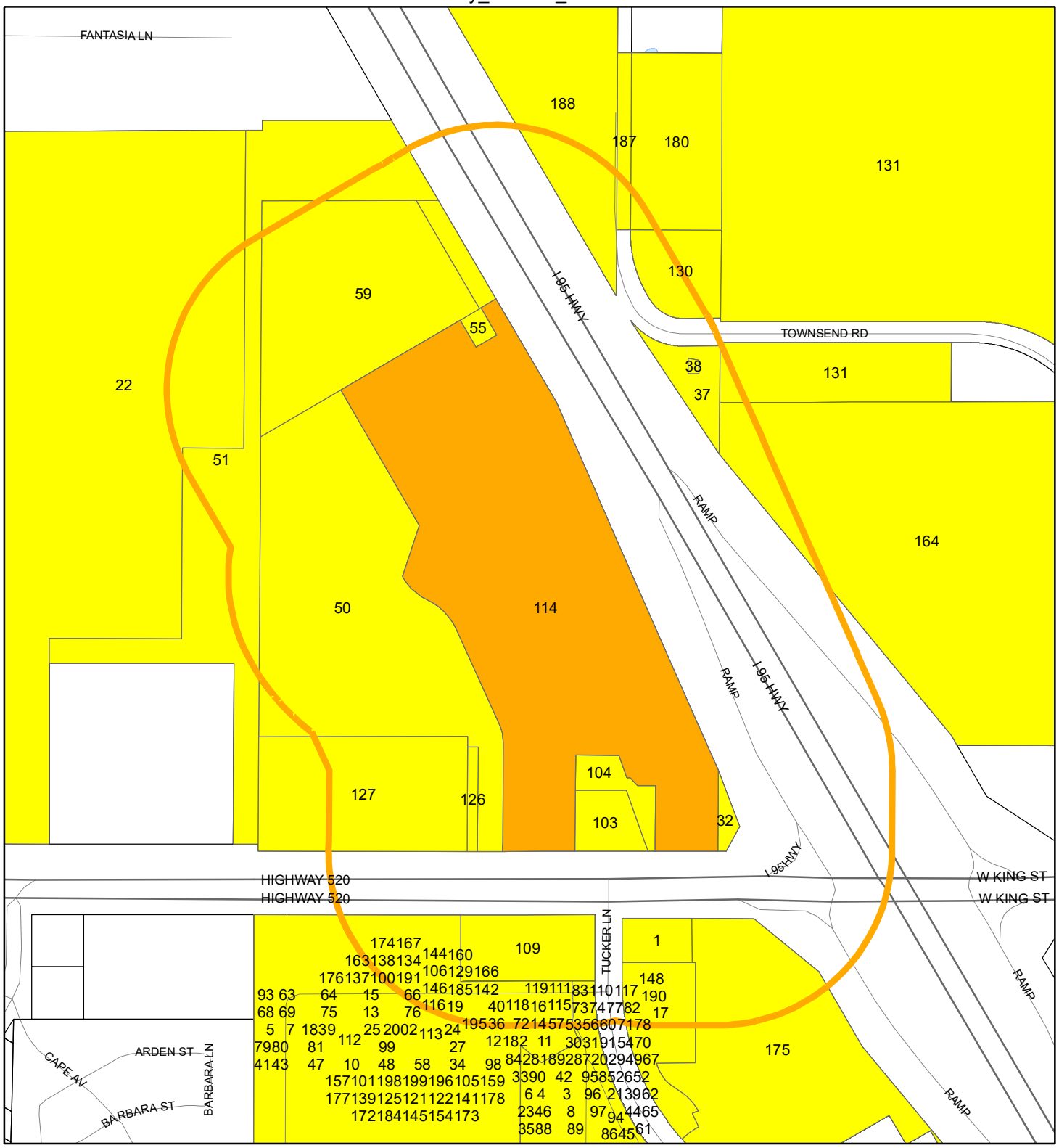
FOR PERMITTING PURPOSES ONLY - NOT FOR CONSTRUCTION

O:\Merritt_Island\Dwg\DRMP-Eng\21-0509.003 Erdman Cadillac Dealership\21-0509.003-C04A Site Limits Master Layout.dwg Plotted: Jun 14, 2023 - 3:59pm by mduchaine

RADIUS MAP

MIKE ERDMAN MOTORS INC

Tracy_Howard_3014261



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/21/2023

Buffer

Subject Property

Notify Property

Parcels

AAO STORES LLC
402 A HIGH POINT DR
COCOA FL 32926-

ALEXANDER, CHESTER L
ALEXANDER, SUSAN M
156 ROSEWOOD DR
COCOA FL 32926-3176

ALSPACH, TIMOTHY
ALSPACH, PATRICIA
111 N BULLOCK ST
WHITTEMORE MI 48770-5125

AMOS, GARLAND RAY
ODOM, KATHY LYNN
143 FOREST LAKE DR
COCOA FL 32926-3171

ANDERSON, KAREN M
159 ROSEWOOD DR
COCOA FL 32926-3174

ANDOLINA, CAROL
2241 LANGFORD RD
NORTH COLLINS NY 14111-9501

BALLINGER, DARREL E
BALLINGER, CONNIE M
2369 E 600N
PAXTON IL 60957-

BALLINGER, DARRELL E
2369 E 600 N
PAXTON IL 60957-4178

BANGS, PHILIP H
BANGS, ANITA L
9 HARBOR STREET
SANDWICH MA 02563-

BARSCH, HARRY
101 ROSEWOOD DR
COCOA FL 32926-3153

BARTON, CHERYL E
3903 CAMPHOR PLACE
COCOA FL 32926-

BATT, DEBORAH
131 ROSEWOOD DR
COCOA FL 32926-3173

BENTLEY, ROBERT P
BENTLEY, PATRICIA K
139 ROSEWOOD DR
COCOA FL 32926-3173

BERRINGER, THOMAS L
117 ROSEWOOD DR #104
COCOA FL 32926-

BETTENCOURT, KAREN G
REGISTER, PAULA K
122 ROSEWOOD DR
COCOA FL 32926-3150

BISHOP, IRA E III
BISHOP, JOYCE J CO-TRUSTEES
3902 LOBLOLLY PL
COCOA FL 32926-3165

BJ & BD LLC
301 TUCKER LN
COCOA FL 32926-3106

BONNETTE, RICHARD G
BONNETTE, KATHLEEN
228 MALLARD LOOP
WAYNESVILLE NC 28785-9358

BOSCO, JOHN S
BOSCO, CLARISE ANNE
153 ROSEWOOD DR
COCOA FL 32926-3174

BOSCO, ROBERT L
BOSCO, LUCILLE ANN
608 NAVAHO WAY, #5684
ELLIJAY GA 30540-5484

BOSWELL, BARBARA J
MC FARLAND, RONALD W
618 NIAGARA ST
CUMBERLAND MD 21502-

BOW COCOA PROPERTIES LLC
200 W MAIN ST, FL 2
WASHINGTON MO 63090-2123

BOWERS, MARY JANE
147 FOREST LAKE DR
COCOA FL 32926-3171

BRAMLETT, MAE A
107 ROSEWOOD DR
COCOA FL 32926-

BRINCK, ROBERT O
BRINCK, DEBRA J
150 ROSEWOOD DR
COCOA FL 32926-

BROWN, MICHAEL
BROWN, LINDA
2843 ALEX CT
NEWBURGH IN 47630-8504

BRUSHE, RICHARD A
BRUSHE, VIRGINIA F
154 ROSEWOOD DR
COCOA FL 32926-3176

BURLEIGH, EDWARD P,JR
CROWNINGSHIELD, JILLIAN A
1833 CHESTNUT RIDGE RD
CHITTENANGO NY 13037-9609

CALVERT, SHARON L
FONTAINE, THOMAS A
135 FOREST LAKE DR
COCOA FL 32926-3171

CARLSON, CURTIS C
CARLSON, LOUISE K
5899 OLD HIGHWAY 61
DULUTH MN 55810-

CARROLL, JAMES
CARROLL, SANDY
10800 180TH
HASTINGS MN 55033-

CARVER, RONALD B
CARVER, THERESA A
5655 TRAVIS ST
MIMS FL 32754-5807

CASSEL, RODNEY A
130 FOREST LAKE DR
COCOA FL 32926-3170

CHAPMAN, RAYMOND L
CHAPMAN, MAUREEN E
123 ROSEWOOD DRIVE #107
COCOA FL 32926-

CHAPMAN, RAYMOND L
CHAPMAN, MAUREEN E
123 ROSEWOOD DR
COCOA FL 32926-

CHRISTY, LIA F
WATERS, RUSSELL S
143 ROSEWOOD DR
COCOA FL 32926-3174

CLEAR CHANNEL OUTDOOR INC
4830 N LOOP 1604 W, STE 111
SAN ANTONIO TX 78249-3982

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COFFREN, PATRICK
LYMBURNER, CHERYL
301 BOTTLEBRUSH CT
COCOA FL 32926-3161

CORNETT, NICHOLAS C
124 ROSEWOOD DR
COCOA FL 32926-3175

CORREA, RICHARD
LEVINSON, JUANITA JUNE
135 ROSEWOOD DR
COCOA FL 32926-3173

COSKER, GAYLE LYNN
120 FOREST LAKE DR
COCOA FL 32926-3141

CRANE, LISA
CRANE, MARVIN TERRY
145 ROSEWOOD DR
COCOA FL 32926-3174

CREWS, JIM
100 FOREST LAKE DR
COCOA FL 32926-3141

CURTIS, SHARON
225 HAYES ST
LEBANON MO 65536-

DEAN, DEBORAH FAYE
5591 TALBOT BLVD
COCOA FL 32926-1837

DELLAGLIO, ANTHONY
DELLAGLIO, CHRISTINE
3901 LOBLOLLY PL
COCOA FL 32926-

DIEULIO, VERONICA
216 CIRCLE DR
CAPE CANAVERAL FL 32920-2612

DONOVAN, TIMOTHY M
DONOVAN, PATRICIA A
138 FOREST LAKE DR
COCOA FL 32926-3170

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EHRLER, JEAN E
120 BLUE LAKE PL
COCOA FL 32926-3139

ELLIOTT, BRIAN
ELLIOTT, JOAN-MARIE JOYCE
164 FOREST LAKE DR
COCOA FL 32926-3170

ELSTON, RICHARD
ELSTON, LENAMARIE
308 JOAN TER
VIRGINIA BEACH VA 23452-5438

ERDMAN PROPERTIES LLC
4650 HIGHWAY 520 CSWY
COCOA FL 32926-2333

EWING, THOMAS
EWING, DEBBIE
439 WHITESTOWN RD
BUTLER PA 16001-2937

FISCHER, EDWARD A
CURTIS, CHERYL A
133 FOREST LAKE DR
COCOA FL 32926-

FLECKINGER, LARRY
FLECKINGER, KAREN
167 ROSEWOOD DR
COCOA FL 32926-3154

FLORIDA, STATE OF (DOT)
719 W WOODLAND BLVD
DELAND FL 32720-

FOERSTER, TEMPLE
FOERSTER, MICHELE
121 W 3RD ST, #222
MIFFLINVILLE PA 18631-8722

FORNERIS, JOHN W
FORNERIS, NANCY L
811 26TH ST
CLOQUET MN 55720-2727

GALLAGHER, MARTIN JAMES
GALLAGHER, SUSAN C
1410 ISABELLA DR, UNIT 102
MELBOURNE FL 32935-1709

GALLOWAY, RITA
155 ROSEWOOD DR
COCOA FL 32926-3174

GARLAND FAMILY REVOCABLE LIVING TRUST
GARLAND, RUTH MAXINE
3900 CAMPHOR PL
COCOA FL 32926-3163

GAYLOR, VIRGINIA
WOCK, ERIC S
PO BOX 3574 DR
COCOA FL 32924-3574

GEHRKE, DAVID & KAREN S TRUST
10079 CARRIAGE DR
PLYMOUTH IN 46563-

GENTES, ANDRE L
GENTES, KATHLEEN L
133 ROSEWOOD DRIVE
COCOA FL 32926-3173

GENTES, ANDRE L
GENTES, KATHLEEN L
133 ROSEWOOD DR
COCOA FL 32926-

GLASIER, JOHN H
GLASIER, VICTORIA T
111 ROSEWOOD DR
COCOA FL 32926-3153

GREENEY, KATHERINE E
154 FOREST LAKE DR
COCOA FL 32926-3170

HARRISON, CARL
HARRISON, PHYLLIS
PO BOX 363
BELLE WV 25015-

HIBBARD, GARRY H
HIBBARD, BARBARA L
113 FOREST LAKE DR
COCOA FL 32926-3142

HILL, GARY W
129 BLUE LAKE ROAD
COCOA FL 32926-

HILL, TONYA MARIE TRUSTEE
834 VILLA DR
MELBOURNE FL 32940-

HILLIKER, YVETTE
LINDINGER, HAROLD W ESTATE
132 ROSEWOOD DR
COCOA FL 32926-3175

HOLBROOK FAMILY TRUST
180 ROSEWOOD DR
COCOA FL 32926-3151

INGERLING, LAWRENCE J
INGERLING, BETTY J
PO BOX 24
FLORISSANT CO 80816-0024

JAMES RICHARD VAN LIERE TRUST
PO BOX 204
BEAR LAKE MI 49614-0204

JOHNSON, WILFORD
JOHNSON, SHARON
3904 CAMPHOR PL
COCOA FL 32926-3163

JOYCE, THOMAS F
JOYCE, JOAN
3902 CAMPHOR PLACE
COCOA FL 32926-

KERPAN, MILAN
160 ROSEWOOD DR
COCOA FL 32926-3151

KEYES, RICHARD MARC
158 FOREST LAKE DR
COCOA FL 32926-3170

KINCS, MARK R
KINCS, DAWN M
7522 WHITEHALL RD
SHAKOPPE MN 55379-

KITTLE, JERRY D
KITTLE, ROBERTA A
1199 POINT PLEASANT RD
BELINGTON WV 26250-7923

KNIERIEM, JUDY L
114 BLUE LAKE PL
COCOA FL 32926-

KNIERIEM, JUDY L
114 BLUE LAKE PL
COCOA FL 32926-3139

KNIERIEM, JUDY LYNN
110 BLUE LAKE PL
COCOA FL 32926-3139

KOCI, DANIEL J
101 ANONA PL
INDIAN HARBOUR BEACH FL 32937-4101

KRAUT, CHRISTOPHER M
129 FOREST LAKE DR
COCOA FL 32926-3142

LAGANA, ANTHONY
LAGANA, SHARON G
141 BLUE LAKE PL
COCOA FL 32926-3168

LANTRY, THOMAS H TRUSTEE
102 FOREST LAKE DRIVE
COCOA FL 32926-

LARSON, WILLIAM KENNETH
114 FOREST LAKE DR
COCOA FL 32926-3141

LAWSON, ROBERT ARDEN
LAWSON, PAMELA
40 INDIAN SUMMER BLVD
WINDSOR NY 13865-1236

LEE, ROGER L F
LEE, JOAN L LIFE ESTATE
124 BLUE LAKE PL
COCOA FL 32926-3169

LEIB, VIRGINIA A
121 BLUE LAKE PL
COCOA FL 32926-

LEMOINE, BEVERLY
177 FOREST LAKE DR
COCOA FL 32926-3143

LEWIS, VELMA J
LEWIS, ALLAN L
750 WASHINGTON ST
CUMBERLAND MD 21502-2707

LIMING, EARL L
LIMING, BARBARA A TRUSTEES
178 ROSEWOOD DR
COCOA FL 32926-

LINDA L FARRINGTON REVOCABLE TRUST
140 ROSEWOOD DR
COCOA FL 32926-3175

LINEBERRY, BETTY MARIE
138 ROSEWOOD DR
COCOA FL 32926-3175

LOMBARDO, VINCENT
174 ROSEWOOD DR
COCOA FL 32926-

LUNDBERG, BRADLEY A
LUNDBERG, WENDY J
132 FOREST LAKE DR
COCOA FL 32926-3170

M & R UNITED INC
402 -A HIGH PT DR
COCOA FL 32926-

MANN, BEVERLY J
134 ROSEWOOD DR
COCOA FL 32926-3175

MARAZOFF, STEVEN
MARAZOFF, FRANCES
3 WENDY RD
STODDARD NH 03464-4382

MASON, MARILYN
SHIPPITKA, JOHN C
6935 GREENWOOD ST
INDEPENDENCE OH 44131-5022

MASON, SUZANNE
138 BLUE LAKE PL
COCOA FL 32926-3169

MCDONALD'S CORPORATION
845 EXECUTIVE LN, STE 400
C/O MJJ FOODS
ROCKLEDGE FL 32955-3528

MCDONALD, LAWRENCE R,JR
PO BOX 123
JOHANNESBURG MI 49751-0123

MCDONALD, RICHARD J
MCDONALD, CHRISTINA L
1086 EDWARDS DR
GAYLORD MI 49735-8557

MCGILL, THOMAS E
MCGILL, MARILYN
11705 HOPEWELL ST
SCHOOLCRAFT MI 49087-9535

MELTREDER, RON
MELTREDER, APRIL L
165 ROSEWOOD DR
COCOA FL 32926-3154

MIKE ERDMAN MOTORS INC
4640 HIGHWAY 520
COCOA FL 32926-2333

MILLER, GEORGIA C
103 ROSEWOOD DR
COCOA FL 32926-3153

MILLER, ROBERT
118 ROSEWOOD DRIVE
COCOA FL 32926-

MILNER, DANIEL
112 FOREST LAKE DR, #27
COCOA FL 32926-3141

MOLISANI, DOMINICK J
MOLISANI, ERNESTINE
6109 CORWIN AVE
NEW FANE NY 14108-

MONETTE, EDWARD
MONETTE, NANCY
109 FOREST LAKE DR
COCOA FL 32926-3142

MONETTE, EDWARD R
MONETTE, KELLY A
1000 COUNTY ROUTE 17
BERNHARDS BAY NY 13028-4123

MONETTE, JOHN J
MONETTE, WILHELMINA
29595 JUNGLE ST
MACON MO 63552-3424

MOOLHUIZEN, PETRUS
MOOLHUIZEN, BARBARA
3900 LOBLOLLY PL
COCOA FL 32926-3165

MORRIS, GRETCHEN G
MORRIS, JOHN W
14820 BOWERS DR NW
ANOKA MN 55303-7257

N/A - CONDO COMMON AREA

-

NATIONAL RETAIL PROPERTIES INC
450 S ORANGE AVE, # 900
ORLANDO FL 32801-3383

NATIONAL RETAIL PROPERTIES INC
450 SOUTH ORANGE AVE STE 900
ORLANDO FL 32801-

O'HARA, THOMAS J
O'HARA, JEFFREY
2 TAYLOR RD
BETHEL CT 06801-1630

O DEANE THOMPSON A/K/A ORVILLE
DEANE THOMPSON REVOCABLE TRUST
3905 CAMPHOR PL
COCOA FL 32926-3163

OD BALL LLC
2030 COX RD
COCOA FL 32926-3520

OLEANDER POWER PROJECT LIMITED
PARTNERSHIP
700 UNIVERSE BLVD
PROPERTY TAX-PSX/JB
JUNO BEACH FL 33408-2657

ORDWAY, RONALD
5155 KING ST
COCOA FL 32926-

ORDWAY, RONALD D
5155 KING ST
COCOA FL 32926-2333

PARSLOW, VERA M
GREENE, LYNN C
164 ROSEWOOD DR
COCOA FL 32926-3151

PATRICIA ANN FREAD REVOCABLE
LIVING TRUST
130 BLUE LAKE PL
COCOA FL 32926-3169

PERRY, DIANE L
CHERRY, JARRETT MICHAEL THOMAS
131 FOREST LAKE DR
COCOA FL 32926-3171

PLOG, MARSHA S
3906 CAMPHOR PL
COCOA FL 32926-3163

PORTER, JAMES H
PORTER, CARLA M
3905 LOBLOLLY PLACE
COCOA FL 32926-

PREECE, PATRICIA
157 ROSEWOOD DR
COCOA FL 32926-3174

PREECE, PATRICIA
PREECE, FREDERICK J,III
126 FOREST LAKE DR
COCOA FL 32926-3141

PRONGUE, JACQUELINE L
3906 LOBLOLLY PL
COCOA FL 32926-3165

PUCCI, MICHAEL C
TUTTLE, PATRICIA G
3216 KOZIATEK RD
BRADFORD NY 14815-9648

QUATRARO, MICHAEL
QUATRARO, KATHLEEN
5925 S US HIGHWAY 1
GRANT FL 32949-2110

RAMOS MILLAN, CARMEN MARIA
RAMOS MILLAN, MARIA DEL CARMEN
126 ROSEWOOD DR
COCOA FL 32926-3175

RANDALL, FRANCIS
RANDALL, BARBARA
115 ROSEWOOD DR
COCOA FL 32926-3153

RANDALL, THOMAS P
RANDALL, CAROL A
136 ROSEWOOD DR
COCOA FL 32926-3175

RECTOR, CARL L
RECTOR, LINDA S
2726 4H CAMP RD
PHILIPPI WV 26416-

REED, MARYLAND K
142 FOREST LAKE DR
COCOA FL 32926-3170

REID, LESLIE
REID, DEE
8984 YANKEE CLIPPER DR
CHERRY VALLEY IL 61016-

REID, LESLIE
REID, DEE
8984 YANKEE CLIPPER DR
CHERRY VALLEY IL 61016-9648

RICE, DANNY M
RICE, MARY S
11268 OLD US 64
SPRING HOPE NC 27882-9645

RICHARD L DAVIES TRUST
151 ROSEWOOD DR
COCOA FL 32926-3174

ROBERTS, LAWRENCE M
ROBERTS, CYNTHIA M
144 FOREST LAKE DR
COCOA FL 32926-3170

ROGERS, JOCELYN
3000 CLARCONA RD, LOT 709
APOPKA FL 32703-8742

ROOS, TIMOTHY
PASCALLI, DEBORAH
611 SW SARAZEN AVE
PORT ST LUCIE FL 34953-3762

ROSE, LOUISE R
140 BLUE LAKE PL
COCOA FL 32926-3169

ROTH, DAVID S SR
ROTH, PATRICIA A
3901 CAMPHOR PL #141
COCOA FL 32926-

ROTTHOFF, STEPHEN J
171 ROSEWOOD DR
COCOA FL 32926-3154

RUSHING, LEE S,III
MCDONALD, ROBERT L
134 BLUE LAKE PL
COCOA FL 32926-3169

RYDER FAMILY TRUST
2375 COX RD
COCOA FL 32926-3523

SALESKI, VIRGINIA L TRUSTEE
162 ROSEWOOD DR
COCOA FL 32926-3151

SAM'S EAST INC
PO BOX 8050 MS 0555
C/O WAL-MART STORES INC PROPERTY
TAX DEP
BENTONVILLE AR 72716-0555

SCHNEIDER, JAMES DONALD
SCHNEIDER, ELLA SUSAN
25 TWILA LN
CHARLOTTE MI 48813-7814

SCHOOLCRAFT, DEBORAH A
SCHOOLCRAFT, THOMAS P
722 LOWER DONNALLY RD
CHARLESTON WV 25304-2824

SCHRIVER, MARY BERNADETTE
12812 WINCHESTER RD SW
CUMBERLAND MD 21502-6555

SCHULTZ, ALLEN D
13609 COUNTRY LN
BURNSVILLE MN 55337-4133

SCOFIELD, JOHN G
SCOFIELD, RHONDA F
905 MEADOW LARK LN
MERRITT ISLAND FL 32953-7854

SCOTT, DARRYL
SCOTT, SHARRI
213 BEDFORD PL
COCOA FL 32922-6903

SEGER, TIMOTHY J
SEGER, LISA K
5512 SPRINGDALE RD
CINCINNATI OH 45251-1824

SHIPPITKA, JOHN C
7909 BROOKSIDE RD
INDEPENDENCE OH 44131-6432

SKIDMORE, MATTHEW JR
SKIDMORE, JOY LYNN ET AL
539 ACORN CIR
HARPERS FERRY WV 25425-

SPINELLA, JAMES
SPINELLA, SHANNA L
3 FOREST AVE
CLINTON NY 13323-1132

SRI JALARAM 2 LLC
301 TUCKER LN
COCOA FL 32926-3106

STALLINGS, CATHERINE ANN TRUST
STALLINGS, MICHAEL HARRIS
121 ROSEWOOD DRIVE
COCOA FL 32926-

STRAWBRIDGE, PATRICIA IRENE
5239 MONROE SQ E
BARBERTON OH 44203-3976

TAYLOR, BRUCE R
TAYLOR, DENISE E
128 ROSEWOOD DR
COCOA FL 32926-3175

TAYLOR, C BERNARD
TAYLOR, BERNICE V
139 FOREST LAKE DR
COCOA FL 32926-

TOUCHDOWN INVESTMENTS INC
2800 GOLDEN TRIANGLE BLVD
FT WORTH TX 76177-

VEVERKA, DEBORAH
28 PROBST DR
SHIRLEY NY 11967-3319

VICTORIA J ERICKSON REVOCABLE
LIVING TRUST
182 ROSEWOOD DR
COCOA FL 32926-3152

WAGNER, EDWARD K
ROONEY, JANE L
172 ROSEWOOD DR
COCOA FL 32926-3151

WALL, FLOYD E
149 ROSEWOOD DR
COCOA FL 32926-

WARD, KELLY
WARD, LOUISE
171 FOREST LAKE DR
COCOA FL 32926-3143

WASTE MANAGEMENT INC OF FLORIDA
PO BOX 1450
CHICAGO IL 60690-1450

WEIMER, GARY W
3196 BROWIN RD
ASHTABULA OH 44004-

WEIMER, GARY WAYNE
3196 BROWN RD
ASHTABULA OH 44004-9537

WELLINGTON, LORI M
163 ROSEWOOD DR
COCOA FL 32926-

WESTERBEKE, SALLY R
124 FOREST LAKE DR
COCOA FL 32926-3141

WHALEY, LEON H
WHALEY, CATHERINE T
9282 RIVER RD
PHOENIX NY 13135-2512

WHITCOMB, FRANCES DENISE
WHITCOMB, MIKEL WESLEY
137 FOREST LAKE DR
COCOA FL 32926-

WHITE, RICHARD
WHITE, AUDRA
170 ROSEWOOD DRIVE #224
COCOA FL 32926-

WHITTEN, CHERYL E
MESSER, ALISSA WHITTEN
116 ROSEWOOD DR
COCOA FL 32926-3150

WILLIAM G & CHERYL L WENBERG
LIVING TRUST
52145 PEASE RD
SOLON SPRINGS WI 54873-6002

WILSON, JAMES W
MILLER, DIANA J
141 ROSEWOOD DR
COCOA FL 32926-3173

WOLF, EUGENE P
101 E NOTHEM AVE
REMSEN IA 51050-

WOODS, DWIGHT
WOODS, LINDA
137 ROSEWOOD DR
COCOA FL 32926-3173

YOAKUM, HAROLD D
160 FOREST LAKE DR
COCOA FL 32926-3170

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MIKE ERDMAN MOTORS, INC.

Filing Information

Document Number	L56385
FEI/EIN Number	65-0180295
Date Filed	03/12/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/14/2017
Event Effective Date	NONE

Principal Address

4640 Highway 520
Cocoa, FL 32926

Changed: 03/26/2019

Mailing Address

4650 Highway 520
Cocoa, FL 32926

Changed: 04/06/2021

Registered Agent Name & Address

BAXTER, BETH A
4650 HIGHWAY 520
COCOA, FL 32926

Name Changed: 11/09/2021

Address Changed: 11/09/2021

Officer/Director Detail

Name & Address

Title P

Erdman, Michael H
4650 Highway 520
Cocoa, FL 32926

Title S

Baxter, Beth A
4650 Highway 520
Cocoa, FL 32926

Title T

Darby, Paula
4650 Highway 520
Cocoa, FL 32926

Title VD

ERDMAN, FREDRIKA
4650 Highway 520
Cocoa, FL 32926

Title D

KENNEDY, WILLIAM
4650 Highway 520
Cocoa, FL 32926

Title D

ERDMAN, MICHAEL H, III
4650 Highway 520
Cocoa, FL 32926

Title D

ERDMAN, MATTHEW C
4650 Highway 520
Cocoa, FL 32926

Title D

ERDMAN, ANNA F
4650 Highway 520
Cocoa, FL 32926

Title D

MAXIMILIAN, ERDMAN
4650 Highway 520
Cocoa, FL 32926

Title D

ERDMAN, WILLIAM C
4650 Highway 520
Cocoa, FL 32926

Title D

ERDMAN, ALEXANDRA C
4650 Highway 520
Cocoa, FL 32926

Annual Reports

Report Year	Filed Date
2021	04/06/2021
2022	02/18/2022
2023	03/08/2023

Document Images

03/08/2023 -- ANNUAL REPORT	View image in PDF format
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03/30/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# L56385

Entity Name: MIKE ERDMAN MOTORS, INC.

Current Principal Place of Business:

4640 HIGHWAY 520
COCOA, FL 32926

Current Mailing Address:

4650 HIGHWAY 520
COCOA, FL 32926 US

FEI Number: 65-0180295

FILED
Mar 08, 2023
Secretary of State
0540046544CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BAXTER, BETH A
4650 HIGHWAY 520
COCOA, FL 32926 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ERDMAN, MICHAEL H
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	T
Name	DARBY, PAULA
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	KENNEDY, WILLIAM
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	ERDMAN, MATTHEW C
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	S
Name	BAXTER, BETH A
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	VD
Name	ERDMAN, FREDRIKA
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	ERDMAN, MICHAEL H III
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	ERDMAN, ANNA F
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL H ERDMAN PRES 03/08/2023

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	D
Name	MAXIMILIAN, ERDMAN
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	ERDMAN, ALEXANDRA C
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

Title	D
Name	ERDMAN, WILLIAM C
Address	4650 HIGHWAY 520
City-State-Zip:	COCOA FL 32926

CFN 2016184224, OR BK 7712 Page 2928, Recorded 09/19/2016 at 04:25 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $5600.00

413

PERSONAL REPRESENTATIVE'S DEED

This Indenture, is made this September 13th, 2016, by and between Robert A. Fountain III , Personal Representative of the Estate of John N. Fountain Jr., deceased, Case # 05-2013-CP-027085-XXXX-XX, pending in the Circuit Court of the 18th Judicial Circuit, in and for Brevard County, Florida, "Grantor", whose Post Office Address is: 115 Live Oak Court, North Myrtle Beach, South Carolina 29582 and ERDMAN PROPERTIES L.L.C. a Florida Limited Liability Company, whose address is: 445 E. Merritt Island Causeway, Merritt Island, Fl 32952 of the County of Brevard, State of Florida, "Grantee".

Title Security and Escrow of Central Florida, Inc. 1640 Highway A1A Satellite Beach, FL 32937

Witnesseth: Grantor(s), pursuant to the terms of decedent's Will and in consideration of the sum of One Dollar ($1.00) paid to or for the benefit of Grantor(s) by Grantee(s) receipt of which is acknowledged, grants, bargains and sells to Grantee(s) and Grantee's heirs and assigns forever, the real property in Brevard, County, Florida, described as:

See Legal Description Attached Exhibit "A" made a part hereof:

Consideration. Grantor's authority to execute this Deed, is further made pursuant to that certain Order, etc. , dated August 16, 2016, recorded in Official Records Book 7688, page 1831, of the Public Records of Brevard County, Florida, in the Consolidated Cases, filed under the cause, Cynthia Minot vs. John N. Fountain, Jr., etc., Case No. 05-2008-CA-034247-XXXX-XX, pending in the Circuit Court of the 18th Judicial Circuit, in and for Brevard County, Florida, and the net sales proceeds are maintained in an escrow account, subject to further order of said Court.

Restrictive Covenant: For a Period of Twenty (20) years from the date of the sale of the above referenced property, the Grantee shall not use the subject property for the operation of a Truck Stop/ Travel Center and/or the retail sale of diesel fuel from more than two (2) diesel lanes. This covenant shall run with the land.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the real property.

To Have And To Hold the same to Grantee(s), and Grantee(s), heirs and assigns, in fee simple forever.

And Grantor(s) do covenant to and with the Grantee(s) and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedents Will and the laws of the State of Florida have been followed and complied with in all respects.

And Grantor further covenants that the premises are free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Page 1 of 2

Signed, sealed and delivered in our presence:

Witness

Witness Name Printed

Witness

Witness Name Printed

Robert A. Fountain III, as Personal Representative of the Estate of
John N. Fountain Jr, deceased

STATE OF SC
COUNTY OF: HORRY

I hereby certify that the foregoing instrument was acknowledged before me on September 13, 2016, by Robert A. Fountain III, Personal Representative of the Estate of John N. Fountain Jr., deceased, who is personally known to me or has produced Personally Known as identification, and who did/did not take an oath.

This document prepared by and return to:

Printed Name: Christine M. Cox

My commission expires: March 11, 2020

This document prepared by and return to:

Linda J. Martin, Agent for
Title Security and Escrow of Central Florida, Inc.
1640 Highway A1A, Suite E
Satellite Beach, Florida 32937

Exhibit "A"

PARCEL NO. 1

A tract of land situated in Section 26, Township 24 South, Range 35 East, Brevard County, Florida, described as follows:

Begin as the point of intersection of the East line of the West one-half of said Section 26 and the North right of way line of State Road 520; thence South 89 degrees 54' 17" West along the North right of way line of State Road 520 a distance of 200 feet; thence North 19 degrees 31' 48" West 926.01 feet; thence North 53 degrees 57' 34" East 215 feet to a point on the West right of way line of Interstate Highway 95, said point being 1000 feet North by perpendicular measurement of the North right of way line of said State Road 520; thence South 23 degrees 44' 42" East along the West right of way line of Interstate Highway 95 a distance of 838.83 feet to a point on the East line of the West one-half of said Section 26; thence South 00 degrees 18'37" West along the East line of the West 1/2 of Section 26, a distance of 231.63 feet to the POINT OF BEGINNING.

PARCEL NO. 2

A tract of land situated in Section 26, Township 24 South, Range 35 East, Brevard County, Florida, described as follows:

From the point of intersection of the East line of the West one-half of said Section 26 and the North right of way line of State Road 520, run South 89 degrees 54' 17" West along the North right of way line of State Road 520 a distance of 200 feet to the POINT OF BEGINNING of herein described parcel; thence continue South 89 degrees 54' 17" West along said line 310 feet; thence North 0 degrees 18' 37" East 160 feet; thence North 24 degrees 24' 28" West 590 feet; thence North 53 degrees 57' 24" East 300 feet; thence South 19 degrees 31' 48" East 926.01 feet to a POINT OF BEGINNING less the following described tract:

A tract of land situated in Section 26, Township 24 South Range 35 East, Brevard County, Florida, described as follows: From the point of intersection of the East line of the West one-half of said Section 26 and the North right of way line of State Road 520 run South 89 degrees 54' 17" West along the North right of way line of State Road 520 a distance of 200 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 89 degrees 54' 17" West along said line 210 feet; thence North 0 degrees 18' 37" East 175 feet; thence North 89 degrees 54' 17" East parallel with the North right of way line of State Road 520 a distance of 146,89 feet; thence South 19 degrees 33' 55" East 185.61 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Part of lands described in Official Records Book 994, Page 10, of the Public Records of Brevard County, Florida; said lands lying in Section 26, Township 24 South, Range 35 East, Brevard County, Florida, and said lands intended to increase the size of that certain lessed out tract per 994/10; for the purpose of eliminating encroachments from the said lessed out tract onto the parent tract and being more particularly described as follows:

PARCEL A:

Commence at the point of intersection of the East line of the West one-half of said Section 26 and the North right of way line of State Road 520, run South 89 degrees 54' 17" West along said North right of way a distance of 200 feet to the Southeast corner of said lessed out tract, and the POINT OF BEGINNING of the herein described parcel; thence North 19 degrees 17' 54" West along the East line of said lessed out tract, a distance of 185.30 feet; thence North 89 degrees 54' 17" East, parallel with the said North right of way a distance of 0.81 feet; thence South 19 degrees 17' 54" East parallel to the East line of said lessed out tract a distance of 185.30 feet to the said North right of way; thence South 89 degrees 54' 17" West along said North right of way a distance of 0.81 feet to the POINT OF BEGINNING.

PARCEL B:

Commence at the point of intersection of the East line of the West one-half of said Section 26, and the North right of way line of State Road 520, run South 89 degrees 54' 17" West along the said North right of way a distance of 410 feet to the Southwest corner of said lessed out tract and the POINT OF BEGINNING of the herein described parcel; thence continue South 89 degrees 54' 17" West along said North right of way a distance of 3.47 feet; thence North 00 degrees 27' 20" East parallel to the West line of said lessed out tract a distance of 175.00 feet; thence North 89 degrees 54' 17" East parallel to the said North right of way a distance of 3.47 feet; thence South 00 degrees 27' 20" West along the West line of said lessed out tract a distance of 175.00 feet to the said North right of way and the POINT OF BEGINNING.

LESS AND EXCEPT:

A portion of land described in Official Records Book 944, Page 10, being a part of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the point of intersection of the East line of the West (1/2) of said Section 26 and the North right of way line of State Road 520; thence South 89 degrees 54' 17" West, along said North right of way line, a distance of 179.99 feet to the POINT OF BEGINNING; thence continue South 89 degrees 54' 17" West, along said North right of way line, a distance of 20.01 feet, to the Southeast corner of Official Records Book 714, Page 948; thence North 19 degrees 33' 55" West, along the Easterly line of said land, a distance of 185.61 feet, to the Northeast corner of said land; thence South 89 degrees 54' 17" West, along the North line of said land, a distance of 146.89 feet; North 00 degrees 18' 37" East, a distance of 101.01 feet; thence South 89 degrees 41' 23" East, a distance of 124.76 feet; thence South 19 degrees 34' 00" East, a distance of 68.61 feet; thence South 89 degrees 41' 23" East, a distance of 8.70 feet; thence South 44 degrees 55' 23" East, a distance of 31.21 feet; thence South 89 degrees 41' 23" East, a distance of 51.06 feet; thence South 00 degrees 18' 37" West, a distance of 187.88 feet to the POINT OF BEGINNING.

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"

COMBINED DESCRIPTION -
THE BELOW BEING ONE & THE SAME AS TAX PARCEL #512 AND TAX PARCEL #545, DESCRIBED AS FOLLOWS:

DESCRIBED - COMBINED:

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING ONE AND THE SAME AS THOSE LANDS DESCRIBED IN O R 7712, PAGE 2928 AND O R 7730, PAGE 2462, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26, AND RUN N 00°19'27"E , ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240, DATED APRIL 24, 1963), THE POINT OF BEGINNING, THENCE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 179 99 FEET, THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 00°20'07"E , A DISTANCE OF 187 88 FEET, THENCE N 89°39'53"W , A DISTANCE OF 51 06 FEET, THENCE N 44°53'53"W , A DISTANCE OF 31 21 FEET, THENCE N 89°39'53"W , A DISTANCE OF 8 70 FEET, THENCE N 19°32'30"W , A DISTANCE OF 68 61 FEET, THENCE N 89°39'53"W , A DISTANCE OF 124 76 FEET, THENCE S 00°20'07"W , A DISTANCE OF 101 01 FEET, THENCE S 89°55'47"W , A DISTANCE OF 3 47 FEET, THENCE S 00°20'07"W , A DISTANCE OF 175 00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, THENCE S 89°55'47"W , ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 204 54 FEET THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN N 00°21'23"E , A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°46'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 86 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF TANGENCY, THENCE N 30°07'40"W , A DISTANCE OF 3 68 FEET, THENCE N 18°16'54"E , A DISTANCE OF 153 74 FEET, THENCE N 29°59'38"W , A DISTANCE OF 449 56 FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20, 2005), THENCE N 59°40'55"E , ALONG SAID SOUTH LINE, A DISTANCE OF 396 02 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN S 30°19'05"E , A DISTANCE OF 90.00 FEET, THENCE N.59°40'53"E , A DISTANCE OF 70 00 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 988, PAGE 1040, THENCE N 30°19'05"W , ALONG SAID WEST LINE, A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E , A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO 95, THENCE S 30°19'05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1156 51 FEET TO A POINT ON THE AFOREAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, THENCE S 00°19'27"W , ALONG SAID EAST LINE, A DISTANCE OF 231 06 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT OF WAY MAPS SECTION #70220-2402, DATED APRIL 24, 1963 AND SECTION #70100-2575, DATED DECEMBER 14, 2000,

CONTAINING 18 14 ACRES

SUBJECT TO ALL EASEMENTS OF RECORD

DRAWN BY RMP

CHK'D BY

DATE 2/3/20

JOB # 06-109-29

SHEET 3 OF 3

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR

SKETCH & DESCRIPTION FOR.

MIKE ERDMAN MOTORS, INC.

r.m. [illegible]ckard & assoc. inc
surveying & mapping
1193 U S HIGHWAY 1
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-6335

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

Prepared by:
Tracy L Howard
Erdman Automotive
4650 Hwy 520
Cocoa, FL 32926

Warranty Deed

This Warranty Deed is made on the 4th day of February, 2020, between:

Erdman Properties, LLC, a Florida Limited Liability Company, with a business address of 4640 Hwy 520, Cocoa, FL 32926, Grantor,

and

Mike Erdman Motors, Inc. a Florida Corporation, with a business address of 4640 Hwy 520, Cocoa, FL 32926, Grantee,

For valuable consideration, the Grantor hereby sells, grants and conveys the following described real estate in fee simple, to the Grantee to have and hold forever, along with all easements, rights, and buildings belonging to the described property (the "Property") located at:

See Exhibit "A" attached hereto and made a part hereof

BREVARD COUNTY

The Grantor warrants that it is lawful owner and has full right to convey the Property, and that the Property is free from all claims, liabilities or indebtedness, and that the Grantor and its successors will warrant and defend title to the Grantee against the lawful claims of all persons. Taxes for the tax year of 2019 shall be paid by the Grantee.

Dated: February 4, 2020

Name of Grantor:
Erdman Properties, LLC

By:_____
Michael H. Erdman, Managing Member

Witness #1

_____
Tracy Howard

Name of Grantee:
Mike Erdman Motors, Inc.

By:_____
Michael H. Erdman, President

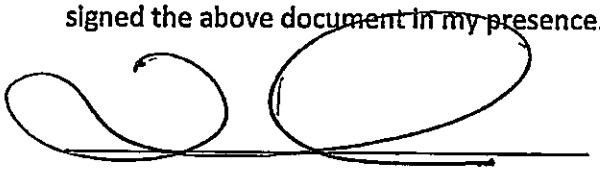
Witness #2

_____
Sharon Harrell

NOTARY ON SEPARATE PAGE

STATE OF FLORIDA
COUNTY OF BREVARD

On February 4, 2020, the Grantor Erdman Properties, LLC by Michael H. Erdman, Managing Member, who is personally known to me came before me and, being duly sworn, did state, acknowledge and prove that he is the person described in the above document and that he signed the above document in my presence.



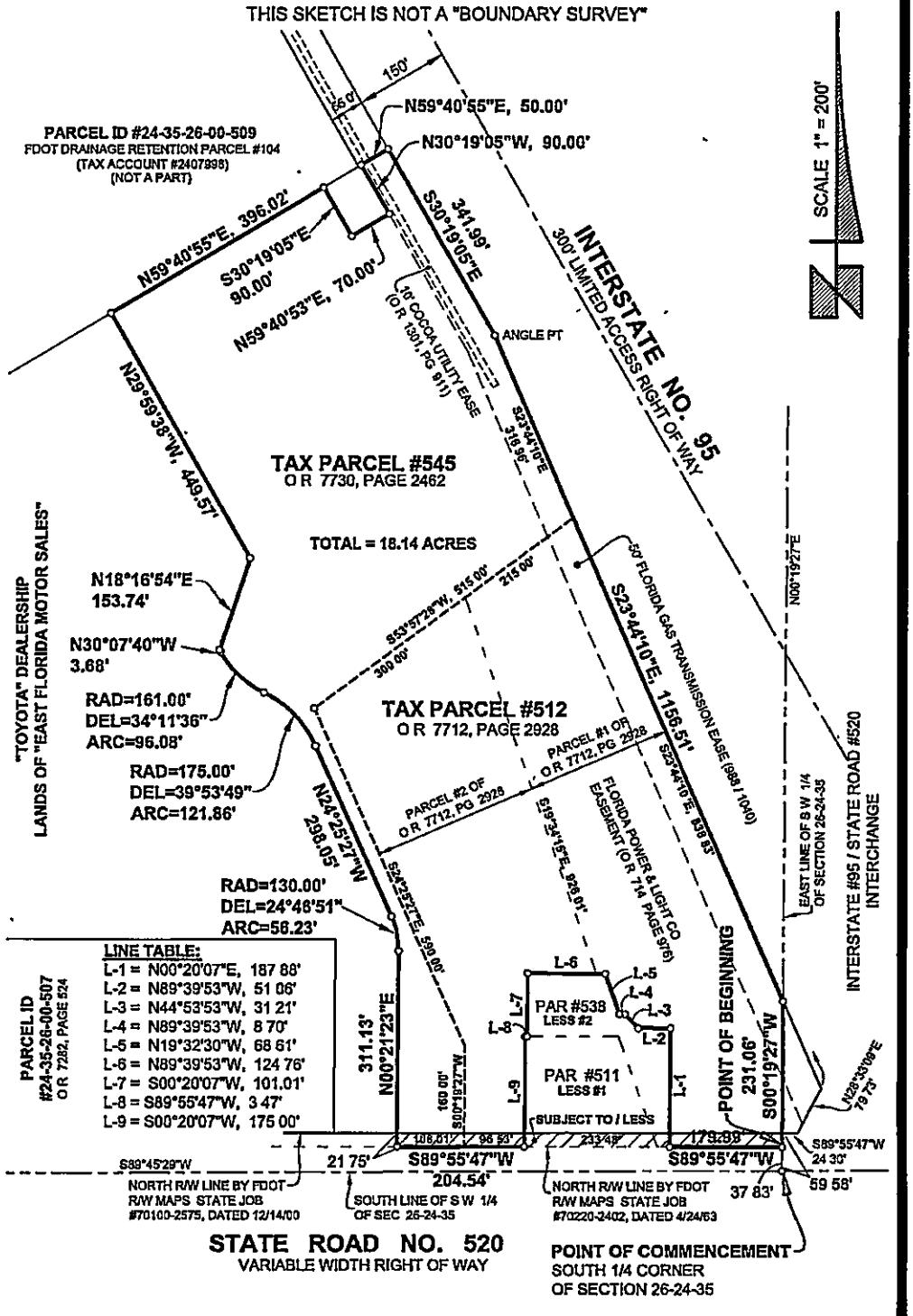


Notary Signature

Notary Public,
In and for the County of Brevard, State of Florida
My commission expires:_____

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DRAWN BY RMP

CHK'D BY

DATE 2/3/20

JOB # 06-109-29

SHEET 1 OF 3

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SKETCH & DESCRIPTION FOR.

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1193 U S HIGHWAY 1
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-6335

SKETCH TO ACCOMPANY DESCRIPTION

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INDIVIDUALLY DESCRIBED -
TAX PARCEL #512 AND TAX PARCEL #545, VIA THEIR RESPECTIVE DEEDS, AS FOLLOWS:

TAX PARCEL #512 DESCRIPTION (O R 7712, PAGE 2928):

PARCEL #1
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST BREVARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS
BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 THENCE SOUTH 89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520, A DISTANCE OF 200 FEET THENCE NORTH 19°31'48"W , 926 01 FEET THENCE NORTH 53°57 24" EAST, 215 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 SAID POINT BEING1000 FEET NORTH, BY PERPENDICULAR MEASUREMENT, OF THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 520, THENCE SOUTH 23°44'42" EAST ALONG THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95, A DISTANCE OF 838 83 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 THENCE SOUTH 00°18'37" WEST, A DISTANCE OF 231 63 FEET TO THE POINT OF BEGINNING

PARCEL #2
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS
FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520, RUN SOUTH 89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89°54'17" WEST, ALONG SAID LINE 310 FEET, THENCE NORTH 00°18'37" EAST, 160 FEET, THENCE NORTH 24°24 28" WEST, 590 FEET, THENCE NORTH 53°57'24" EAST, 300 FEET, THENCE SOUTH 19°31'48" EAST 926 01 FEET TO THE POINT OF BEGINNING

LESS (#1) THE FOLLOWING DESCRIBED TRACT -
A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 RUN SOUTH 89°54'17" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID LINE, 210 FEET, THENCE NORTH 00°18 37" EAST 175 FEET, THENCE NORTH 89°54 17" EAST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 148 89 FEET, THENCE SOUTH 19°33'35" EAST, 185 61 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT
PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 994 PAGE 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 26, TOWNSHIP 24 SOUTH RANGE 35 EAST, BREVARD COUNTY FLORIDA AND SAID LANDS INTENDED TO INCREASE THE SIZE OF THAT CERTAIN LESSED OUT TRACT PER 994/10, FOR THE PURPOSE OF ELIMINATING ENCROACHMENTS FROM THE SAID LESSED OUT TRACT ONTO THE PARENT TRACT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
PARCEL 'A
COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 RUN SOUTH 89 DEGREES 54'17" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF SAID LESSED OUT TRACT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE NORTH 19 DEGREES 17'54" WEST, ALONG THE EAST LINE OF SAID LESSED OUT TRACT, A DISTANCE OF 185 30 FEET, THENCE NORTH 89 DEGREES 54'17" EAST PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 0 81 FEET, THENCE SOUTH 19 DEGREES 17 54" EAST PARALLEL TO THE EAST LINE OF SAID LESSED OUT TRACT A DISTANCE OF 185 30 FEET TO THE SAID NORTH RIGHT OF WAY, THENCE SOUTH 89 DEGREES 54'17" WEST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 0 81 FEET TO THE POINT OF BEGINNING,
PARCEL 'B
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 RUN SOUTH 89 DEGREES 54'17" WEST, ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 410 FEET TO THE SOUTHWEST CORNER OF SAID LESSED OUT TRACT AND THIS POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE SOUTH 89 DEGREES 54'17" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 3 47 FEET THENCE NORTH 00 DEGREES 27'20" EAST PARALLEL TO THE WEST LINE OF SAID LESSED OUT TRACT, A DISTANCE OF 175 00 FEET, THENCE NORTH 89 DEGREES 54 17" EAST, PARALLEL TO THE SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 3 47 FEET, THENCE SOUTH 00 DEGREES 27'20" WEST, ALONG THE WEST LINE OF SAID LESSED OUT TRACT A DISTANCE OF 175 00 FEET TO THE SAID NORTH RIGHT OF WAY AND THE POINT OF BEGINNING

LESS AND EXCEPT (#2) -
A PORTION OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 944, PAGE 10, BEING A PART OF SECTION 26 TWONSHIP 24 SOUTH RANGE 35 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26 AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 520 THENCE S89°54'17"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 179 89 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°54 17"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20 01 FEET TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS BOOK 714, PGE 948 THENCE N 19°35 55"W , ALONG THE EASTERLY LINE OF SAID LAND, A DISTANCE OF 185 61 FEET TO THE NORTHEAST CORNER OF SAID LAND, THENCE S 89°54'17"W , ALONG THE NORTH LINE OF SAID LAND A DISTANCE OF 146 89 FEET, THENCE N 00°18 37 E , A DISTANCE OF 101 01 FEET, THENCE S 89°41 23 E , A DISTANCE OF 124 78 FEET, THENCE S 19°34 00 E , A DISTANCE OF 68 51 FEET THENCE S 89°41'23"E A DISTANCE OF 8 70 FEET THENCE S 44°55'23"E. A DISTANCE OF 31.21 FEET THENCE S89°41'23"E A DISTANCE OF 61 06 FEET THENCE S 00°18 37"W , A DISTANCE OF 187 88 FEET TO THE POINT OF BEGINNING,

TAX PARCEL #545 DESCRIPTION (O R 7730, 2462)

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 24 SOUTH, RANGE 35 EAST BREVARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26 AND RUN N 00°19'27 E ALONG THE EAST LINE OF THE SOUTH-WEST 1/4 OF SAID SECTION, A DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240 DATED APRIL 24 1953), THENCE S 89°35'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 510 00 FEET TO THE S W CORNER OF LANDS DESCRIBED AS PROPERTY 'C' IN O R 6767 PAGE 1443 THE POINT OF BEGINNING THENCE CONTINUE S 89°55'47"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 108 01 FEET THENCE DEPARTING SAID RIGHT OF WAY LINE RUN N 00°21 23"E A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°48'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 83 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE RIGHT THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF TANGENCY, THENCE N 30°07'40"W A DISTANCE OF 3 88 FEET THENCE N 18°16'54"E , A DISTANCE OF 153 74 FEET, THENCE N 29°59 38"W A DISTANCE OF 449 56 FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20 2005) THENCE N 59°40 55"E., ALONG SAID SOUTH LINE, A DISTANCE OF 395 02 FEET THENCE DEPARTING SAID SOUTH LINE RUN S 30°19'05"E , A DISTANCE OF 90 00 FEET THENCE N 59°40 53"E A DISTANCE OF 70 00 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 888, PAGE 1040, THENCE N 30°19'05"W ALONG SAID WEST LINE A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO 95 THENCE S 30°19 05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10 E , ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 316 96 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED AS PROPERTY 'C' IN O R. 6767, PAGE 1443, THENCE S 53°57 28"W , ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 515 00 FEET TO THE NORTHWEST CORNER THEREOF, THENCE S 24°25 27 E ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 590 00 FEET TO AN ANGLE POINT THENCE S 00°19'27"W , ALONG SAID WEST LINE, A DISTANCE OF 160 00 FEET TO THE POINT OF BEGINNING,
LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT OF WAY MAPS SECTION #70220-2402 DATED APRIL 24 1953 AND SECTION #70100-2575 DATED DECEMBER 14 2000

SUBJECT TO ALL EASEMENTS OF RECORD

DRAWN BY: RMP

CHK'D BY

DATE 2/3/20

JOB # 06-109-29

SHEET 2 OF 3

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SKETCH & DESCRIPTION FOR.

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r.m. packard & assoc. inc
surveying & mapping
1193 U S HIGHWAY 1
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-6335

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"

COMBINED DESCRIPTION -
THE BELOW BEING ONE & THE SAME AS TAX PARCEL #512 AND TAX PARCEL #545, DESCRIBED AS FOLLOWS:

DESCRIBED - COMBINED:

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING ONE AND THE SAME AS THOSE LANDS DESCRIBED IN O R 7712, PAGE 2928 AND O R 7730, PAGE 2462, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

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DRMP

100 Parnell Street, Suite A, Merritt Island FL 32953
Phone: 321.453.0010 | Fax: 321.454.6885
1.833.811.3767 | www.DRMP.com

June 21, 2023

Lucilene "Lucy" Ribeiro, Planner
City of Cocoa
Planning Department
65 Stone St.
Cocoa, FL 32922
(Via hand delivery)

RE: Mike Erdman Motors
Zoning Map Amendment
DRMP PROJECT NUMBER: 21-0509.003

Ms. Ribeiro:

Attached are documents for submittal of a Zoning Map Amendment application for Tax Parcel 24-35-26-00-545 owned by Mike Erdman Motors. We have enclosed an executed application with supporting documents for your review and approval.

If you have any questions or require additional information, please advise.

Thank you,

DRMP, Inc.



Scott Nickle, VP
Project Manager

Enclosures:

- Executed Zoning Application
- List of Property Owners within 500 feet
- Warranty Deed
- Corporate Document Listing
- Legal Description
- Plan Sheets C04 and C04a

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

06/27/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of July 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: $512.23
Ad No: 0005749313
Customer No: BRE-6CI200
This is not an invoice

# of Affidavits: 1

SHELLY HORA
Notary Public
State of Wisconsin

Ad#5749313 06/27/2023

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:
ZONING MAP AMENDMENTS

PZ 20-00100002 Adamson Creek Phase Two Zoning Map Amendment to PUD/Preliminary Subdivision/Large Scale Site Plan/Development Agreement| Ordinance 10-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Adamson Creek Phase Two, Tax Parcel ID 24-35-22-00-502).

B. Consideration of the ADAMSON CREEK PHASE TWO PRELIMINARY SUBDIVISION/LARGE SCALE SITE PLAN/DEVELOPMENT AGREEMENT consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner intends to develop a Planned Unit Development project, which shall be Phase Two of the Adamson Creek PUD and subdivision containing 30 single-family home lots and common space tracts. Tax Parcel ID 24-35-22-00-502.

PZ 23-02100005 Central Brevard Sharing Zoning Map Amendment | Ordinance No. 11-2023

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID: 24-36-32-29-4-22.

PZ 23-02100004 N Range Rd (Cocoa Woods) Zoning Map Amendment | Ordinance No. 12-2023

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 19.28 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON NORTH RANGE ROAD, SOUTHWEST OF THE INTERSECTION OF NORTH RANGE ROAD AND TIGER TRAIL IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM SINGLE-FAMILY RESIDENTIAL (RU-1-7) TO MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID numbers: 24-35-24-00-759 and 24-35-24-00-758.

PZ 23-021000056 Mike Erdman Zoning Map Amendment | Ordinance No. 13-2023

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OF LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. A portion of Tax Parcel ID: 24-35-26-00-545.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 12, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE

COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-439	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/17/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	THE APPLICANT HAS REQUESTED THE ITEM BE POSTPONED TO THE AUGUST 22, 2023 CITY COUNCIL MEETING…Pass on First Reading for Ordinance 12-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation from RU-1-7 (Single-Family Residential District) to RU-2-15 (Multiple Family Dwelling).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 12-2023 _ Rezoning Cocoa Woods Properties to RU-2-15.pdf Exhibit A - CW N Range Rd Location.pdf Exhibit B - CW_N Range Rd Zoning.pdf Exhibit C - CW N Range Rd FLU.pdf Exhibit D - CW N Range App.pdf Exhibit E - CW N Range Conceptual Plan.pdf Exhibit F - CW Legal Ad 6.27.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:

THE APPLICANT HAS REQUESTED THE ITEM BE POSTPONED TO THE AUGUST 22, 2023 CITY COUNCIL MEETING…Pass on **First Reading** for Ordinance 12-2023 a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation from RU-1-7 (Single-Family Residential District) to RU-2-15 (Multiple Family Dwelling).

BACKGROUND:

The applicant has requested this item be postponed to the August 22, 2023 City Council Meeting. The applicant, Mr. Xabier Guerricagoitia of Boyd Civil Engineering, on behalf of the property owner, Mr. Anthony Criscione of Cocoa Woods, LLC., is requesting to amend the Zoning Map designation of two parcels totaling 19.23 acres from RU-1-7 (Single-Family Residential District) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The two parcel ID numbers in for the subject properties are 24-35-24-00-759, and 24-35-24-00-758. The reason for the requested change is the property owner is proposing to develop 122 townhome units across the 19.23 acres at

a density of 6.33 du/acre. The RU-2-15 zoning designation is required in this instance as the RU-1-7 zoning district does not allow for townhomes as a permitted use. The current Future Land Use (FLU) designation of the parcels is Low Density Residential, LDR. This FLU designation allows a maximum density of 7 du/acre. The proposed RU-2-15 zoning district is consistent with the LDR FLU per Figure FLU-1 of the Future Land Use Element of the City of Cocoa Comprehensive Plan.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. The applicant has submitted a concept plan (Exhibit B) showing the proposed 122-unit townhome subdivision, with two access points from N. Range Rd. Please note the concept plan is for illustrative purposes only and is non-binding. Demonstration of full compliance with the Code of Ordinances will be required at the time of site plan and subdivision plan review.

Future Land Use Designation: Current: Low Density Residential

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

Existing Land Use: Vacant residential land

Council District: District 3 - Councilmember Dyal

Legal Ad Date: June 27, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	LDR, Low Density Residential	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Single-family Residential
South	LDR, Low Density Residential	RU-1-7, Single-Family Residential District	Single-family Residential
East	COMM, Commercial; MDR, Medium Density Residential	RU-2-15, Multiple Family Dwelling	Vacant/Cocoa High School
West	CONS - Conservation (City owned)	RU-1-7, Single-Family Residential District	Conservation/Park

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: An analysis of the surrounding area from the subject property shows that it is a mixture of LDR, MDR, and COMM districts. Northeast of the property is Cocoa High School. Vacant property across the street is designated with the RU-2-15 zoning category, and a portion of property to the north is C-N. As such, Staff has not found that the proposed change is contrary to the established land use pattern.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: Given the location of existing R-U-1-7, C-N, and RU-2-15 districts in direct vicinity of the subject property, the proposed change would not create an isolated district unrelated to adjacent and nearby districts.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: Per the US Census, between 2017 and 2020, US households held approximately 2.60 persons per house. As such, this development may generate approximately 317 people. However, the rezoning to RU-2-15 will not alter the maximum population density because the Future Land Use designation of the property of Low Density Residential will remain unchanged. As such, the maximum density will remain 7 dwelling units an acre in accordance with the City's Comprehensive Plan, which will not overtax or increase the load on public facilities such as schools, utilities, and streets.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The boundaries are logically drawn in relation to the existing uses in the area.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is LDR. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

> Policy 1.1.2.3: Low Density Residential (LDR). Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category.

The project will also meet the additional standards outlined in Policy 1.1.2.3.

Furthermore, Figure FLU-1, Standards for Future Land Use Categories, showed that RU-2-15 is an applicable zoning district for the LDR FLU category.

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f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: Generally, the State of Florida continues to be a rapidly growing state, with a considerable amount of growth occurring in Central Florida. The previously detailed policies and objectives from the Future Land Use and Housing elements detail the City's desire to allow for a variety of housing development to occur in the City to create a diverse housing base for it's current and future residents.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The proposed rezoning will not adversely influence living conditions in the neighborhood. The property located across the street to the east is already zoned RU-2-15. Further, the Cocoa Bay subdivision to the north is a PUD with smaller lot sizes than normally utilized for RU-1-7 subdivisions, which will be consistent with a townhome product with smaller lot sizes. It should also be noted that, pursuant to the RU-2-15 regulations for townhomes, when any single-family district abuts this district, a substantial fence or landscaping of at least six (6) feet in height shall be provided along the boundary of the townhouse subdivision abutting said single-family district. This buffer will provide visual screening to the adjacent subdivision. Again, the maximum density of the property will remain unchanged as 7 dwelling units per acre.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As noted above, the maximum density of 7 dwelling units per acre remains unchanged. Further, a traffic study will be provided at the time of site plan and subdivision review.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent*

property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing zoning district of R-1-7 only allows for single-family dwelling development, while the FLU of LDR allows for other options in order to meet the housing needs of the City. As a result, the R-U-2-15 district is needed in order to maximize the highest and best use of the property from a residential perspective, in the form of townhomes. Of note are the following policies from the Housing Element of the Comprehensive Plan:

> GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.
>
> Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.
>
> Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would complement the existing residential scale in the immediate area.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: While finding other adequate sites in the City is not impossible, of note is the subject properties unique location in relation to the Cocoa Conservation area, Cocoa High School, Stradley Park, and Eastern Florida State College. By allowing infill residential development in this area of existing residential communities and significant public educational and recreation investment, the City can maximize the returns on said investments.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

At the July 12th Planning and Zoning meeting, Board members voted to NOT recommend this zoning change to City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

PREVIOUS ACTION:

P&Z Meeting July 12, 2023 - board voted to recommend denial of the zoning change to City Council.

RECOMMENDED MOTION:

THE APPLICANT HAS REQUESTED THE ITEM BE POSTPONED TO THE AUGUST 22, 2023 CITY COUNCIL MEETING…

ORDINANCE NO. 12-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 19.28 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON NORTH RANGE ROAD, SOUTHWEST OF THE INTERSECTION OF NORTH RANGE ROAD AND TIGER TRAIL IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM SINGLE-FAMILY RESIDENTIAL (RU-1-7) TO MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RU-1-7 (Single-Family Residential) to RU-2-15 (Multiple-Family Dwelling) for the real property depicted and legally described on **Exhibit A**, attached and

incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A

Legal Description of Real Property

PARCEL I: The South three hundred thirty (330) feet of the North six hundred seventy-five (675) feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 24 South, Range 35 East, excepting therefrom Range Road Right-of-Way. Said lands situate, lying and being in Brevard County, Florida.

PARCEL II: The South three hundred thirty (330) feet of the North three hundred forty-five (345) feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 24 South, Range 35 East, excepting therefrom Range Road Right-of-Way. Said lands situate, lying and being in Brevard County, Florida.

Depiction of Real Property





Cocoa Woods
N Range Rd Rezone
Location

June 28, 2023

N

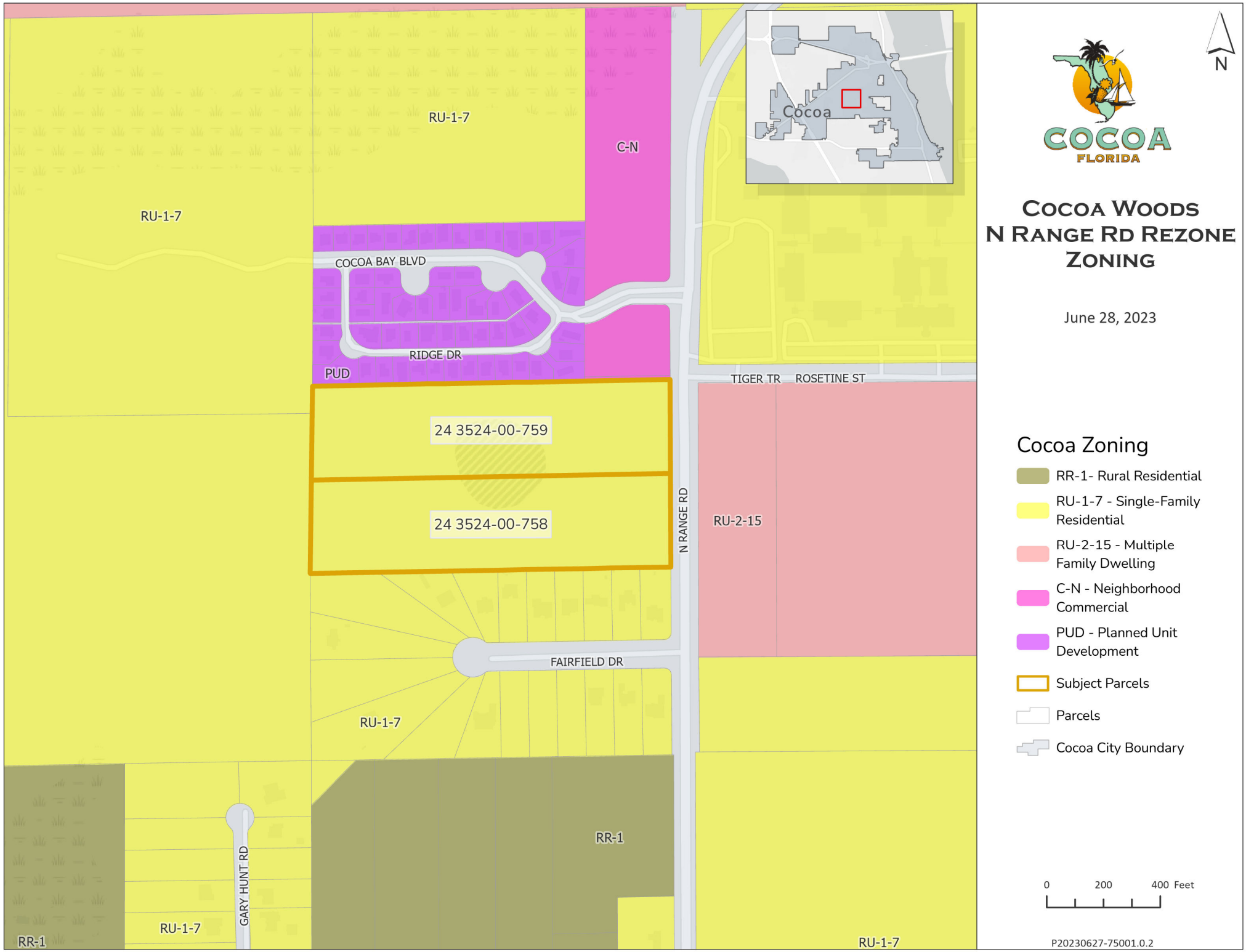
Subject Parcels

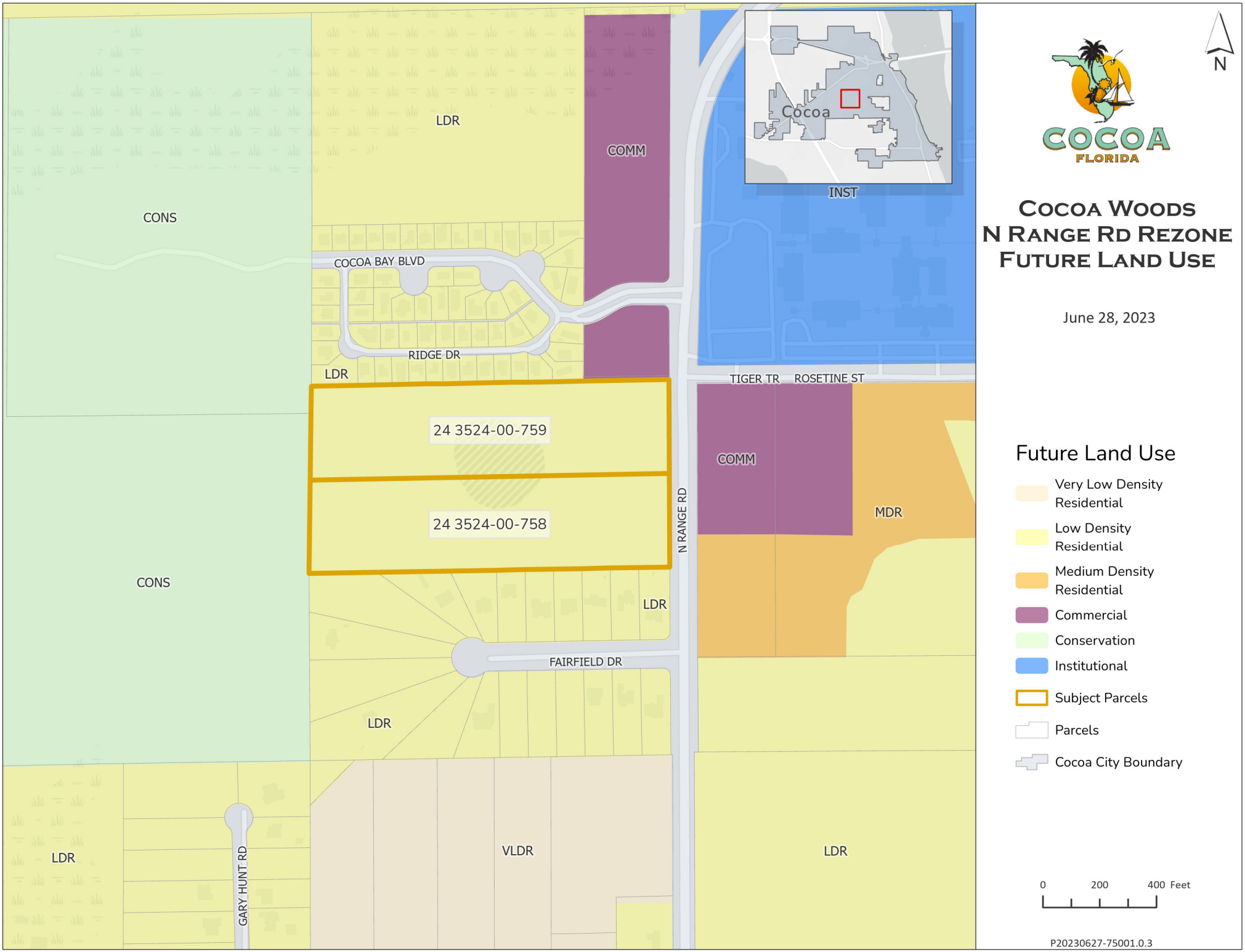
Parcels

Cocoa City Boundary

0 200 400 Feet

P20230627-75001.0.1


RU-1-7
C-N
RU-1-7
COCOA BAY BLVD
RIDGE DR
PUD
TIGER TR
ROSETINE ST
24 3524-00-759
24 3524-00-758
N RANGE RD
RU-2-15
FAIRFIELD DR
RU-1-7
RR-1
GARY HUNT RD
RU-1-7
RR-1
RU-1-7
Cocoa
N
COCOA
FLORIDA
COCOA WOODS
N RANGE RD REZONE
ZONING
June 28, 2023
Cocoa Zoning
RR-1- Rural Residential
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
C-N - Neighborhood Commercial
PUD - Planned Unit Development
Subject Parcels
Parcels
Cocoa City Boundary
0
200
400 Feet
P20230627-75001.0.2


LDR
COMM
CONS
COCOA BAY BLVD
RIDGE DR
LDR
24 3524-00-759
24 3524-00-758
CONS
LDR
FAIRFIELD DR
LDR
LDR
GARY HUNT RD
VLDR
LDR
N RANGE RD
TIGER TR
ROSETINE ST
COMM
MDR
Cocoa
INST
N
COCOA
FLORIDA
COCOA WOODS
N RANGE RD REZONE
FUTURE LAND USE
June 28, 2023
Future Land Use
Very Low Density Residential
Low Density Residential
Medium Density Residential
Commercial
Conservation
Institutional
Subject Parcels
Parcels
Cocoa City Boundary
0
200
400 Feet
P20230627-75001.0.3

Application # **PZ** - _____ - _____

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

RECEIVED
MAR 31 2023
BY: _____

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** RU-1-7
2. **Proposed Zoning Category:** RU-2-15
3. **Existing Future Land Use Category:** LDR
4. **Proposed Future Land Use Category (*if applicable*):** _____
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): BOYD CIVIL ENGINEERING
   Name: XABIER GUERRICAGOITIA
   Mailing Address: 6816 HANGING MOSS RD.
   City: ORLANDO State: FL Zip Code: 32807
   Phone #: 407.494.2693 Fax #: _____
   Mobile #: _____ E-mail: xabier@boydcivil.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): COCOA WOODS, LLC
   Name: ANTHONY CRISCIONE
   Mailing Address: 200 RAILROAD AVE, 1ST FL
   City: GREENWICH State: CT Zip Code: 06830
   Phone #: _____ Fax #: _____
   Mobile #: _____ E-mail: ac@sequelcap.com

7. **Property Information:**

Street Address and Location: N. RANGE ROAD

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-35-24-00-759□□.□-□□□□.□□

24-35-24-00-758□□.□-□□□□.□□

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2407269 2407268

Land Area: _____ square feet or 19.28 acres

Existing Use(s) on Property: VACANT

Proposed Use(s) on Property: RESIDENTIAL

8. **Please submit the following items in order complete the application:**

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☑ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.**

a. **Whether or not the proposed change is contrary to the established land use pattern.**

THE PROPOSED CHANGE IS CONSISTENT WITH THE ESTABLISH LAND USE PATTERN.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

THE PROPOSED CHANGE WILL NOT CREATE AN ISOLATED DISTRICT UNRELATED TO ADJACENT AND NEARBY DISTRICTS.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

PROPOSED CHANGE WOULD NOT MATERIALLY ALTER THE POPULATION DENISTY PATTERN AND WILL NOT INCREASE OR OVERTAX THE LOAD ON PUBLIC FACILITIES.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

DISTRICT BOUNDARIES ARE NOT ILLOGICALLY DRAWN IN RELATION TO EXISTING CONDITIONS ON THE PROPERTY PROPOSED FOR CHANGE.

e. Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

PROPOSED CHANGE WOULD NOT BE CONTRARY TO THE LAND USE PLAN AND WOULD NOT HAVE AN ADVERSE EFFECT ON THE COMPREHENSIVE PLAN.

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

N/A

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

PROPOSED CHANGE WILL NOT ADVERSELY INFLUENCE LIVING CONDITIONS IN THE NEIGHBORHOOD.

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

PROPOSED CHANGE WILL NOT CREATE OR EXCESSIVELY INCREASE TRAFFIC CONGESTION OR OTHERWISE AFFECT PUBLIC SAFETY.

i. **Whether or not the proposed change will create a drainage problem.**

PROPOSED CHANGE WILL NOT CREATE A DRAINAGE PROBLEM.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

PROPOSED CHANGE WILL NOT SERIOUSLY REDUCE LIGHT AND AIR TO ADJACENT AREAS.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

PROPOSED CHANGE WILL NOT ADVERSELY AFFECT PROPERTY VALUES IN THE ADJACENT AREAS.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

PROPOSED CHANGE WILL NOT BE A DETERRENT TO THE IMPROVEMENT OR DEVELOPMENT OF ADJACENT PROPERTY IN ACCORDANCE WITH EXISTING REGULATIONS.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

PROPOSED CHANGE WILL NOT CONSTITUTE A GRANT OF SPECIAL PRIVILEDGE TO AN INDIVIDUAL OWNER AS CONTRASTED WITH THE PUBLIC WELFARE.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

THE PROPERTY CANNOT BE DEVELOPED W/ TOWNHOMES UNDER THE EXISTING ZONING DESIGNATION.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

THE CHANGE SUGGESTED IS NOT OUT OF SCALE WITH THE NEEDS OF THE NEIGHBORHOOD.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

IT IS IMPOSSIBLE TO FIND OTHER ADEQUATE SITES IN THE CITY FOR THE PROPOSED USE IN DISTRICTS ALREADY PERMITTING SUCH USE.

19. Signatures and Notarization.

STATE OF Florida COUNTY OF Palm Beach. I, Anthony Criscione being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Mark L. Jones
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida Drivers License

NOTARY PUBLIC STATE OF FLORIDA
MARK L. JONES
Commission # HH 187563
Expires January 14, 2026
Bonded Thru Budget Notary Services

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Palm Beach

Sworn and subscribed to before me this 22 day of March, 20 23

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

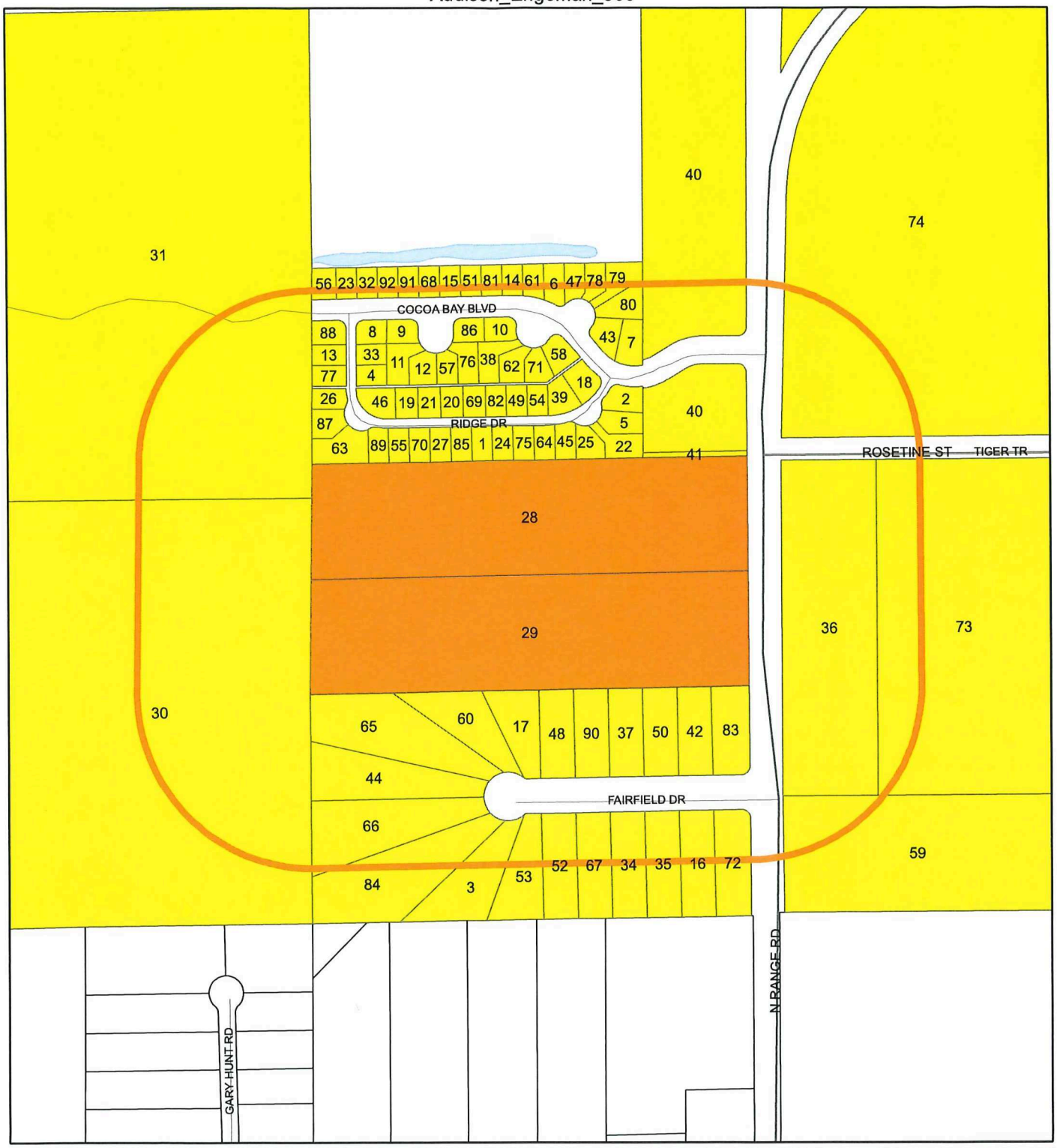
Signature from Planning & Zoning Division:

_____

RADIUS MAP

COCOA WOODS LLC

Addison_Engeman_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 3/24/2023

Buffer

Subject Property

Notify Property

Parcels

ABDELOUAHAB, YOUNES BEN
ELKHEDRI, NAJIA
1619 RIDGE DR
COCOA FL 32926-4708

ANDERSON, TAMMI JO
1601 RIDGE DR
COCOA FL 32926-4708

ANTHONY FRANK TOMANIO REVOCABLE
LIVING TRUST
2585 FAIRFIELD DR
COCOA FL 32926-4379

ARTHUR, KATHLEEN R
1630 RIDGE DR
COCOA FL 32926-

B & T WORLD LLC
4550 ALAN SHEPARD AVE
COCOA FL 32926-3878

B&T WORLD LLC
4550 ALAN SHEPARD AVE
COCOA FL 32926-3878

BAILLY, PATRICIA C
1616 COCOA BAY BLVD
COCOA FL 32926-4701

BERRIE, EUGENE L
1622 COCOA BAY BLVD
COCOA FL 32926-

BIBBY, MICHAEL
MOTZ, MONA
2515 FAIRFIELD DR
COCOA FL 32926-

BLEAKLEY, ALBERT MARSHALL JR
BLEAKLEY, NANCY BOARDMAN TRUSTEES
2560 FAIRFIELD DR
COCOA FL 32926-4379

BOYER, CHERYL A
1608 RIDGE DR
COCOA FL 32926-4707

BRINTON, DABNEY ALICIA
1624 RIDGE DR
COCOA FL 32926-4710

BROCKMAN, DAVID ALLAN
BROCKMAN, AMBER
1620 RIDGE DR
COCOA FL 32926-4707

BROZMAN, ROBERT P SR
BROZMAN, ROBERTA E
93 DELANNOY AVE UNIT 305
COCOA FL 32922-

BROZMAN, ROBERT,JR
MICHAUD, NANCY GEORGE
4909 N HIGHWAY 1
COCOA FL 32927-6030

BURKETT, JAMIE
1632 COCOA BAY BLVD
COCOA FL 32926-4704

BURRIS-MEYER FAMILY TRUST
6810 WINDOVER WAY
TITUSVILLE FL 32780-7509

BURRIS-MEYER FAMILY TRUST
PO BOX 777
TITUSVILLE FL 32781-0777

BUTCHKO, DORIS B
1623 RIDGE DR
COCOA FL 32926-

COCOA WOODS LLC
200 RAILROAD AVE
1ST FLOOR
GREENWICH CT 06830-2712

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COTTRELL, MAGDALEN I
1630 COCOA BAY BLVD
COCOA FL 32926-

CRAWFORD, CHRISTOPHER
CRAWFORD, PRISCILLA
3810 MURRELL RD, # 267
ROCKLEDGE FL 32955-4756

DUKES, STEVE
DUKES, DEBRA
2525 FAIRFIELD DR
COCOA FL 32926-

DUKES, STEVE
DUKES, DEBRA
2525 FAIRFIELD DR
COCOA FL 32926-4379

EASTERN FLORIDA STATE COLLEGE
FOUNDATION INC
1519 CLEARLAKE RD
C/O CINDY ANDERSON
COCOA FL 32922-6598

ENGLAND, CRAIG S
ENGLAND, KAREN A
2530 FAIRFIELD DR
COCOA FL 32926-

FERGUSON, WILLIAM T
FERGUSON, VIRGINIA
1611 COCOA BAY BLVD
COCOA FL 32926-

FORSHEE, GARY F
FORSHEE, MARY E
5290 RTE 248
CANISTEO NY 14823-

GAMOPIN LLC
46 RIVER FALLS DR
COCOA BCH FL 32931-2396

GAMOPIN LLC
46 RIVER FALLS DRIVE
COCOA BCH FL 32931-

GERLACH, RICHARD M
GERLACH, JANET L
2510 FAIRFIELD DR
COCOA FL 32926-

GRAY, JOSHUA
GRAY, CARLEY M
1602 COCOA BAY BLVD
COCOA FL 32926-4701

GROVE, JERRY R
2590 FAIRFIELD DRIVE
COCOA FL 32926-

HARRISON, JAMES F
HARRISON, MARLENE M LIFE EST
1611 RIDGE DRIVE
COCOA FL 32926-

HENDREN, SHIRLEY K
1628 RIDGE DR
COCOA FL 32926-4710

HERLINGER, BENJAMIN JON
HERLINGER, STEPHANIE DAWN
1610 COCOA BAY BLVD
COCOA FL 32926-4701

HIMMELRICK, TRAVIS R
2550 FAIRFIELD DR
COCOA FL 32926-4379

HOODOCK, JOHN JAMES
1614 RIDGE DR
COCOA FL 32926-4707

JAMES JORDAN & CHRISTINA JORDAN
REVOCABLE TRUST
2520 FAIRFIELD DR
COCOA FL 32926-4379

JAMROZY, JUANITA
1620 COCOA BAY BLVD
COCOA FL 32926-

JEFFERS, JACOB
JEFFERS, KARLI
2565 FAIRFIELD DR
COCOA FL 32926-4379

JEFFERS, KARLI R
JEFFERS, JACOB
2565 FAIRFIELD DR
COCOA FL 32926-4379

JOHNSON, EDWARD C,SR
JOHNSON, MICHELLE D
1612 RIDGE DR
COCOA FL 32926-4707

JOHNSON, JOANN RAINBOW HEART
1627 RIDGE DR
COCOA FL 32926-4709

KELLEY, BONNIELOU J
1634 COCOA BAY BLVD
COCOA FL 32926-

KING, DAVID
KING, ANNE
1619 COCOA BAY BLVD
COCOA FL 32926-

LALLY, MICHELLE L
602 FILBERT HEIGHTS RD
NEW SALEM PA 15468-1152

LINDEMANN TREE SERVICE INC
2570 FAIRFIELD DR
COCOA FL 32926-4379

LINDEMANN, RONALD D
LINDEMANN, SUSAN S
2570 FAIRFIELD DR
COCOA FL 32926-

LOPEZ, JORGE ANTONIO VASQUEZ
ZAMORA, EVARISTA HILARIA HERNANDEZ
1503 PINEDA ST
COCOA FL 32922-6456

LORTON, DEBORAH J
1609 COCOA BAY BLVD
COCOA FL 32926-

MARSHALL, CHARLES WILLIAM
1631 RIDGE DR
COCOA FL 32926-4709

MC AFEE, MICHAEL J
1613 RIDGE DRIVE
COCOA FL 32926-

MONBERG, BROR
PO BOX 15653
NEWPORT BEACH CA 92659-5653

MORGAN, LINDA A
1624 COCOA BAY BLVD
COCOA FL 32926-4704

REDDEN, BONNIE G
REDDEN, CHARLES H
1105 HERMOSA DR
ROCKLEDGE FL 32955-

ROBERTS, JESSE A
ROBERTS, JENNIFER L
1625 RIDGE DR
COCOA FL 32926-

ROBERTS, JOSHUA EARL
PRESHER, BRANDON NOAH
1607 COCOA BAY BLVD
COCOA FL 32926-4702

RODNEY L DAVIS & GAY NELL
WILLIAMS REVOCABLE LIVING TRUST
2505 FAIRFIELD DR
COCOA FL 32926-4379

SCHOOL BOARD OF BREVARD COUNTY FL
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940-6601

SCHOOL BOARD OF BREVARD COUNTY FL
#1121 COCOA HIGH ATTN: ACCOUNTS PAYABLE
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940-6699

SCRUGGS, WILLIAM T
SCRUGGS, DAENG J
1615 RIDGE DRIVE
COCOA FL 32926-

SHANK, JAMES L
SHANK, YVONNE L
1617 COCOA BAY BLVD
COCOA FL 32926-

SKAGGS, ERIC D
SKAGGS, SYLVIA C
3615 ONEIDA ST
COCOA FL 32926-3647

SPOTTS, FRANK ALEXANDER
1608 COCOA BAY BLVD
COCOA FL 32926-

STEINER, RODNEY L
1606 COCOA BAY BLVD
COCOA FL 32926-

STOWE, KATHYRNE
1604 COCOA BAY BLVD
COCOA FL 32926-4701

TABAT, WENDELL NOGALIZA
1618 COCOA BAY BLVD
COCOA FL 32926-4704

TEDESCO, JUANITA
1616 RIDGE DR
COCOA FL 32926-4707

TIDWELL, JAMES H
TIDWELL, FLORENCE LIFE ESTATE
2500 FAIRFIELD DRIVE
COCOA FL 32926-

TOMANIO, ANTHONY F TRUSTEE
2585 FAIRFIELD DR HWY
COCOA FL 32926-

VANGILDER, SARA K
1621 RIDGE DRIVE
COCOA FL 32926-

WALLACH, ELAINE J
CIAMBRIELLO, BARBARA FRANCINE
1615 COCOA BAY BLVD
COCOA FL 32926-4702

WEDDELL, MARGUERITE
1635 RIDGE DR
COCOA FL 32926-4712

WEST, DWIGHT E,III
1643 RIDGE DR
COCOA FL 32926-4712

WESTBROOK, DEBORAH
4900 COCONUT AVE
COCOA FL 32926-2988

WILDER, MONICA TURMAN
WILDER, WILLIAM EDWARD
2540 FAIRFIELD DR
COCOA FL 32926-4379

WORKMAN, DAVID A
1626 COCOA BAY BLVD
COCOA FL 32926-

YOSHEDA, TAI B
YOSHEDA, DEBORAH
1628 COCOA BAY BLVD
COCOA FL 32926-

CFN 2022242821, OR BK 9629 Page 2745, Recorded 10/07/2022 at 04:01 PM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $11620.00

After Recording Return to:
Chad L. Silverman
Sterling Title Partners, Inc
190 NW Spanish River Blvd.
Suite 201
Boca Raton, FL 33431

This Instrument Prepared by:
Chad L. Silverman
Sterling Title Partners, Inc
190 NW Spanish River Blvd.
Suite 201
Boca Raton, FL 33431
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
24-35-24-00-758 AND 24-35-24-00-759
File No.: 21-3446

WARRANTY DEED

This Warranty Deed, Made the 6 day of October, 2022, by **William Ray Miller**, a married man whose post office address is: **736 Wade Road, Seymour, TN 37865**, hereinafter called the "Grantor", to **Cocoa Woods LLC, a Florida limited liability company,** whose post office address is: **200 RAILROAD AVENUE, FIRST FLOOR, GREENWICH, FL 06830**, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Brevard** County, Florida, to wit:

PARCEL I: The South three hundred thirty (330) feet of the North six hundred seventy-five (675) feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 24 South, Range 35 East, excepting therefrom Range Road Right-of-Way. Said lands situate, lying and being in Brevard County, Florida.

PARCEL II: The South three hundred thirty (330) feet of the North three hundred forty-five (345) feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 24 South, Range 35 East, excepting therefrom Range Road Right-of-Way. Said lands situate, lying and being in Brevard County, Florida.

The property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2021, reservations, restrictions and easements of record, if any.
(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: _____
Printed Name: PAM HICKMAN

William Ray Miller

Witness Signature: _____
Printed Name: Amber K. O'Mary

State of Tennessee
County of Knox

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of September, 2022 by William Ray Miller. He/She/They is/are ☐ Personally Known OR ☑ Produced drivers license(s) as Identification.

_____
Notary Public Signature (SEAL)
Printed Name: Leann Green
My Commission Expires: 08/03/2024
☐ Online Notary (Check Box if acknowledgment done by Online Notarization)

LEANN GREEN NOTARY PUBLIC STATE OF TENNESSEE KNOX COUNTY

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

ZONING MAP AMENDMENT APPLICATION

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-35-24-00-759□□.2-4072.69

24-35-24-00-758□□.2-4072.68

□□-□□-□□-□□-□□□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

STATE OF FL COUNTY OF Palm Beach.

I, ANTHONY CRISCIONE of COCOA WOODS, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

MANAGER/MEMBER of _____ to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

YOUSRY ABSKHAROUN
MY COMMISSION # HH 210141
EXPIRES: January 6, 2026

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced FL Driver's License

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Rev. 4-30-09

YOUSRY ABSKHAROUN
MY COMMISSION # HH 210141
EXPIRES: January 6, 2026

Sworn and subscribed to before me this 30 day of March, 20 23

Electronic Articles of Organization
For
Florida Limited Liability Company

L22000405740
FILED 8:00 AM
September 16, 2022
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

COCOA WOODS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

200 RAILROAD AVENUE, FIRST FLOOR
GREENWICH, CT. 06830

The mailing address of the Limited Liability Company is:

200 RAILROAD AVENUE, FIRST FLOOR
GREENWICH, CT. 06830

Article III

The name and Florida street address of the registered agent is:

ANTHONY CRISCIONE
111 SE 1ST AVE #404
DELRAY BEACH, FL. 33444

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANTHONY CRISCIONE

Article IV

L22000405740
FILED 8:00 AM
September 16, 2022
Sec. Of State
jafason

The name and address of person(s) authorized to manage LLC:

Title: MGR
ANTHONY CRISCIONE
200 RAILROAD AVE FIRST FLOOR
GREENWICH, CT. 06830

Article V

The effective date for this Limited Liability Company shall be:

09/12/2022

Signature of member or an authorized representative

Electronic Signature: TIFFANY MCWHORTER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

BOUNDARY & TOPO

COCOA FLORI

SECTION 24, TOWNSHIP 2

BREVARD COU

FOR THE B
LSH DEVELO

SURVEYOR NOTES:

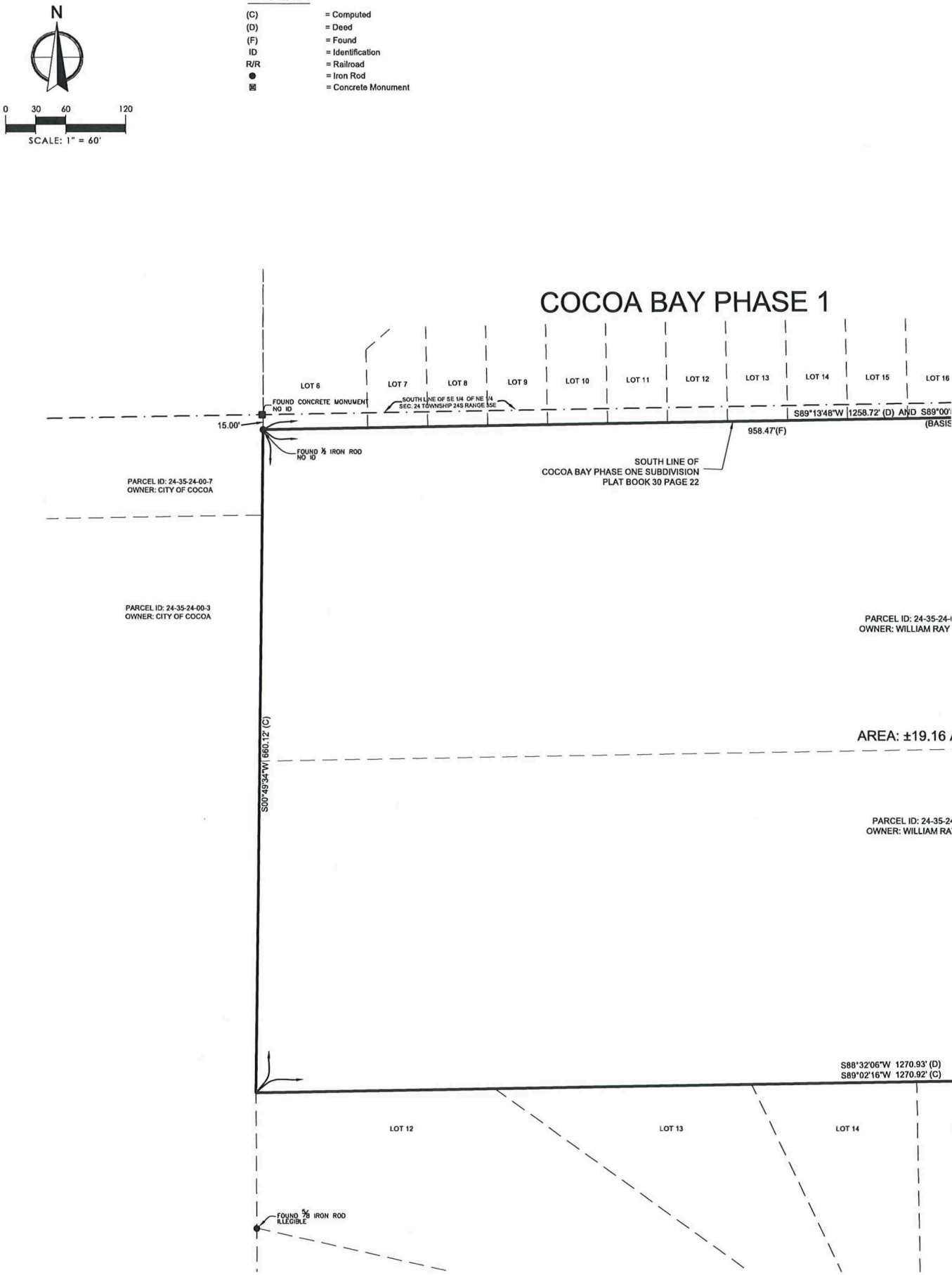
1. THE LAST DATE OF FIELD SURVEY WAS DECEMBER 29, 2021.
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING FPRN NETWORK OF FIXED BASE STATIONS.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS DERIVED BY UTILIZING BREVARD COUNTY PUBLIC WORKS BENCHMARK, FOUND CONCRETE MONUMENT WITH BRASS DISK STAMPED "E6A06 2005", ELEVATION = 23.408 FEET.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF COCOA BAY PHASE ONE SUBDIVISION PLAT BOOK 30 PAGE 22 AND BERING S89°00'52"W.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM FDOT APLUS AND IS SHOWN FOR INFORMATIONAL PURPOSES.
11. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
12. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS OBTAINED FROM THE BREVARD COUNTY PROPERTY APPRAISERS OFFICE
13. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
14. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE BREVARD COUNTY PROPERTY APPRAISERS OFFICE
15. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
16. INTERIOR IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
17. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
18. THE SURVEY WAS PREPARED FOR THE PURPOSE OF PROVIDING BOUNDARY AND TOPOGRAPHIC INFORMATION FOR SITE DEVELOPMENT.
19. DRAINAGE AND SEWER PIPE SIZES AND CONNECTIONS BETWEEN STRUCTURES HAVE BEEN COMPILED FROM VARIOUS MAPS AND FIELD OBSERVATIONS WITH LIMITED VISIBILITY. THESE CONNECTIONS ARE BELIEVED TO BE ACCURATE, HOWEVER CANNOT BE RELIED UPON THEREFORE IS NOT CERTIFIED BY THIS SURVEY. INVERT ELEVATIONS MAY VARY WHEN PIPE OPENING IS RECESSED.
20. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS; TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ACCURACY.
21. THE PARCEL OF LAND SHOWN HEREON IS LOCATED IN FLOOD ZONE X & ZONE AE BASED ON THE FEMA FLOOD INSURANCE RATE MAP FOR BREVARD COUNTY, FLORIDA, COMMUNITY-PANEL MAP NUMBER 12009C0320H, WITH AN EFFECTIVE DATE OF 01/29/2021.
22. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATIONS PROVIDED BY OTHERS. WGI MAKES NO GUARANTIES AS TO THE ACCURACY OR COMPLETENESS OF SAID LOCATIONS.
23. COPYRIGHT ©2021 BY WGI, INC.

LOCATION MAP(NOT TO SCALE)



SHEET INDEX

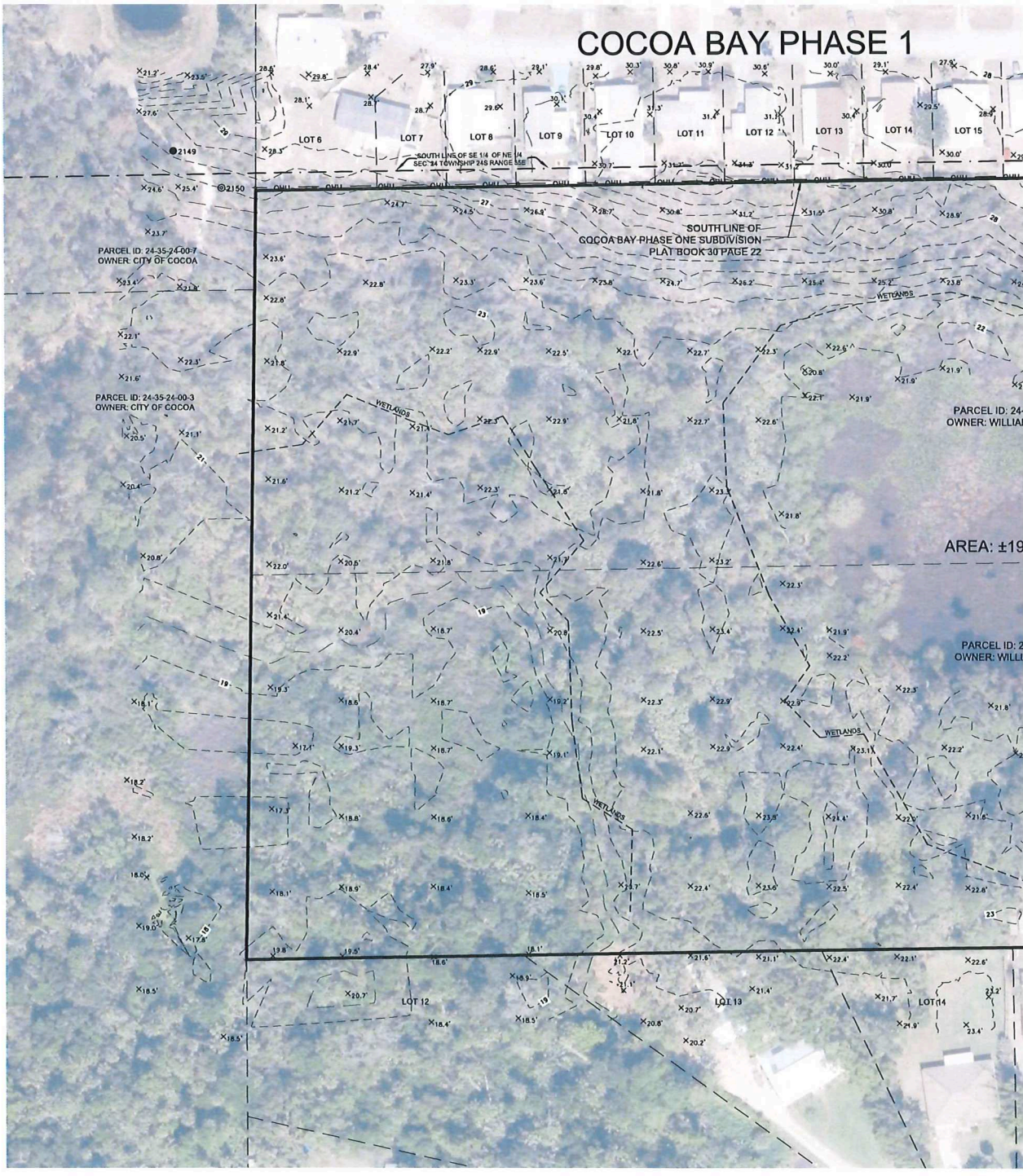
1	COVE
2	BOUN
3	TOPO


LEGEND:
(C) = Computed
(D) = Deed
(F) = Found
ID = Identification
R/R = Railroad
● = Iron Rod
⊠ = Concrete Monument
N
0 30 60 120
SCALE: 1" = 60'
COCOA BAY PHASE 1
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
FOUND CONCRETE MONUMENT NO ID
SOUTH LINE OF SE 1/4 OF NE 1/4 SEC. 24 TOWNSHIP 24S RANGE 35E
S89°13'48"W 1258.72' (D) AND S89°00'
(BASIS
15.00'
958.47'(F)
FOUND ½ IRON ROD NO ID
SOUTH LINE OF COCOA BAY PHASE ONE SUBDIVISION PLAT BOOK 30 PAGE 22
PARCEL ID: 24-35-24-00-7
OWNER: CITY OF COCOA
PARCEL ID: 24-35-24-00-3
OWNER: CITY OF COCOA
PARCEL ID: 24-35-24-
OWNER: WILLIAM RAY
AREA: ±19.16 A
S00°49'34"W 660.12' (C)
PARCEL ID: 24-35-24
OWNER: WILLIAM RA
S88°32'06"W 1270.93' (D)
S89°02'16"W 1270.92' (C)
LOT 12
LOT 13
LOT 14
FOUND ⅝ IRON ROD ILLEGIBLE

LEGEND:

B	= Bollard
x 0.00	= Existing Elevation (Ground shots to tenths only)
●	= Iron Rod
GV	= Gas Valve
⌀	= Power Pole
◎	= Nail & Disc
NPWV	= Non Potable Water Valve
▭	= Service Box
⊸	= Sign
W	= Water Meter
- - - - - - - -	= Bottom & Top of Bank
——— G(U) - - ———	= Underground Gas Line
——— NPW(U) - - ———	= Underground Non Potable Water Line Line
——— SAN ———	= Underground Sanitary Line
——— W(U) - - ———	= Underground Water Line

CONTROL POINT TABLE			
POINT ID	NORTHING	EASTING	ELEV. NAVD 88
2150	1471671.97	728300.59	25.909
2010	1471628.74	729661.16	21.892
2009	1471347.18	729661.74	21.121
2008	1471033.57	729663.95	21.167
2140	1472038.03	729676.76	22.009
2141	1471691.64	729715.48	23.088
2145	1471898.91	729288.17	25.768
2146	1472108.75	728945.19	22.815
2147	1472105.98	728295.77	23.371
2148	1471841.72	728166.86	24.933
2149	1471703.79	728258.89	27.261
2150	1471671.97	728300.59	25.909



0' 25' 50' 100'

NORTH
SCALE: 1"=50'

SITE DATA

ZONING CLASSIFICATION RU-2-15

PARCEL #1 (TAX ID 24-35-24-00-758)	9.64 ACRES
PARCEL #2 (TAX ID 24-35-24-00-759)	9.64 ACRES
TOTAL SITE AREA	19.28 ACRES

DWELLING UNITS

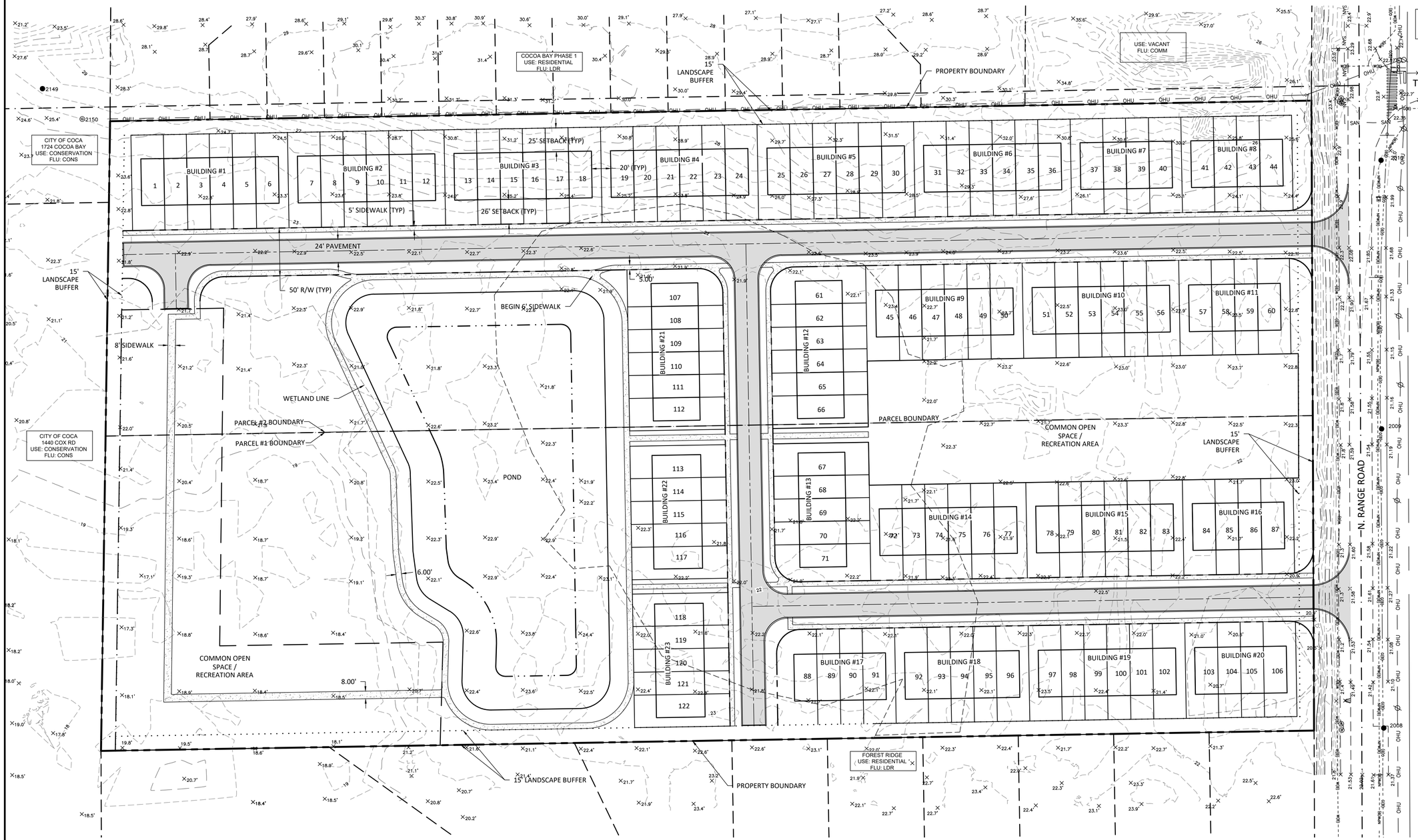
TOWNHOMES (24'x100')	122 UNITS
GROSS DENSITY	6.33 DU/AC

SETBACK REQUIREMENTS

(1) Front setback.
a. With two-car garage--Twenty-six (26) feet (with six (6) feet required to be landscaped).
b. With on-lot parking--Twenty-six (26) feet (with six (6) feet required to be landscaped).
c. With off-lot parking--Fifteen (15) feet (with six (6) feet required to be landscaped).
(2) Rear setback--Twenty-five (25) feet.
(3) Setbacks from the exterior boundaries of this district shall not be less than twenty-five (25) feet. When any single-family district abuts this district, a substantial fence or landscaping of at least six (6) feet in height shall be provided along the boundary of the townhouse subdivision abutting said single-family district.
(4) Side setback.
a. Fifteen-foot side setback required at the end of each group of units abutting a dedicated right-of-way or a public or private street.
b. A spacing of twenty (20) feet between each group of townhouses shall be provided.
c. All side yard spacing required shall remain unobstructed.

LEGEND

- PROPERTY BOUNDARY
- SETBACK LINE
- PROPOSED PAVEMENT
- PROPOSED CONCRETE / SIDEWALK



BOYD CIVIL ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407)494-2693
Certificate of Auth. 29791

Civil Engineer: XABIER G. CLEMENTE-LAGOA, P.E.
No. 51951 STATE OF FLORIDA PROFESSIONAL ENGINEER

Rev.	Date	Description	Chk By

COCOA WOODS

City of Cocoa

PREPARED FOR: COMPASS PALM BEACH LLC

SITE PLAN

Date: 5/25/2023
Scale: AS SHOWN
Project No.: 1172.000
Drawn By: JMH
Designed By: JMH
Checked By: XJG

SHEET NO. 1

Plotted: May 25, 2023 11:13:23 AM
Z:\PROJECTS\1172.000 - Cocoa Woods, LLC. - Cocoa Woods Project\Plans\Civil\X-Cocoa Woods Linework Base.dwg

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

06/27/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of July 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: $512.23
Ad No: 0005749313
Customer No: BRE-6CI200
This is not an invoice

# of Affidavits: 1

SHELLY HORA
Notary Public
State of Wisconsin

Ad#5749313 06/27/2023

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:
ZONING MAP AMENDMENTS

PZ 20-00100002 Adamson Creek Phase Two Zoning Map Amendment to PUD/Preliminary Subdivision/Large Scale Site Plan/Development Agreement| Ordinance 10-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Adamson Creek Phase Two, Tax Parcel ID 24-35-22-00-502).

B. Consideration of the ADAMSON CREEK PHASE TWO PRELIMINARY SUBDIVISION/LARGE SCALE SITE PLAN/DEVELOPMENT AGREEMENT consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner intends to develop a Planned Unit Development project, which shall be Phase Two of the Adamson Creek PUD and subdivision containing 30 single-family home lots and common space tracts. Tax Parcel ID 24-35-22-00-502.

PZ 23-02100005 Central Brevard Sharing Zoning Map Amendment | Ordinance No. 11-2023

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID: 24-36-32-29-4-22.

PZ 23-02100004 N Range Rd (Cocoa Woods) Zoning Map Amendment | Ordinance No. 12-2023

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 19.28 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON NORTH RANGE ROAD, SOUTHWEST OF THE INTERSECTION OF NORTH RANGE ROAD AND TIGER TRAIL IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM SINGLE-FAMILY RESIDENTIAL (RU-1-7) TO MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID numbers: 24-35-24-00-759 and 24-35-24-00-758.

PZ 23-021000056 Mike Erdman Zoning Map Amendment | Ordinance No. 13-2023

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OF LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. A portion of Tax Parcel ID: 24-35-26-00-545.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 12, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
July 25, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE

COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: 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 BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-435	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	7/14/2023		**In control:**	City Council	
On agenda:	7/25/2023		**Final action:**		
Title:	Approve Resolution No. 2023-078, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2024 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2023-078 Establishing the Rolled Back Rate and Setting the Millage Rate 072523.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 14, 2023
Agenda Date: July 25, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Resolution No. 2023-078, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2024 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulations provides that within 35 days of certification of property values, municipalities must notify the property appraiser of the prior year millage rate, the current year proposed millage rate, the current year rolled-back rate and the date, time and place of the tentative budget hearing, which is no later than August 4, 2023. The Property Appraiser will be advised of the millage rates set at this public meeting through completion of the Florida Department of Revenue's Certification of Taxable Value, Forms DR-420. In addition, the Property Appraiser will also certify the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agency (CRA) in the City. The proposed millage rate approved at this meeting will be delivered to the Property Appraiser for inclusion in the TRIM "Notice of Proposed Property Taxes" mailed out to property owners by August 24. This notice provides the taxpayers with an official notice regarding the public hearing on the tentative FY 2023-2024 budget

and the tentative millage rate for the City of Cocoa. The notice also provides taxpayers with the current assessed value of their property and the potential taxes to be paid by each property owner as a result of the proposed millage rate. The tentative public hearing on the FY2023-2024 budget will be held on September 12, 2023 at 6PM.

The City of Cocoa's millage rate for FY 2023 is 6.4532. The FY 2024 Budget has been prepared utilizing a proposed 6.9532 Millage Rate.

Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM public hearings. If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as the taxing authority, meaning that all of the TRIM meetings would need to be re-held and new "Notice of Proposed Property Taxes" mailed out to property owners.

After today's public meeting and the approval of the City's proposed millage rate, the following steps remain in the FY2023-2024 millage and budget adoption process:

1. No later than August 4, 2023, the Finance Department will provide executed copies of the Certification of Taxable Value to the Property Appraiser.

2. On or before August 24, 2023, the Property Appraiser will mail the "2023 Notice of Proposed Property Taxes" to all Brevard County property owners.

3. On September 12, 2023, at 6:00 pm, the City Council will conduct a public hearing on the tentative millage rate and tentative budget. Formal adoption of the tentative millage and adoption of the tentative budget will take place at this public hearing. The hearing will be held in the City Council chambers at 65 Stone St. Cocoa, 32922.

4. On September 26, 2023, at 6:00 pm, the City Council will conduct a public hearing which will be advertised in the newspaper notifying the public of the intent to adopt a final millage rate and final budget at the City Council meeting in Council chambers at 65 Stone St. Cocoa, 32922.

Formal adoption of the final millage rate and final budget by separate resolutions will take place at this final public hearing on September 26, 2023.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Through our strategic planning process, the City committed to developing a financially sustainable revenue base and control expenses to support and deliver high quality municipal services

BUDGETARY IMPACT:

As presented above, the City is required to budget a minimum of 95%. The millage rate of 6.9532 equals $11,202,138, at 95% is $10,642,032 and results in an increase of 26% in budgeted ad valorem revenue over the Fiscal-Year 2023 Budget. Payment to the two (2) CRA's out of the ad valorem revenue (budgeted at 95%) collected by the City is:

Cocoa CRA $1,213,806
Diamond Square CRA $328,498

Total dedicated to the two (2) CRA's = $1,542,304.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve Resolution No. 2023-078, Establishing the Rolled-Back Rate, approve a Proposed Tentative Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2024 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

Legislation Details (With Text)

File #:	23-452	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	7/21/2023		**In control:**	City Council	
On agenda:	7/25/2023		**Final action:**		
Title:	Consideration of a Pre-Development Agreement and Restrictive Covenant for the Allegra at Cocoa Development project. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Allegra DRAFT DEVELOPMENT AGREEMENT - 7-20-23 Clean.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 21, 2023
Agenda Date: July 25, 2023
Prepared By: Charlene Neuterman, Community Services Director
Kristin Eick, Assistant City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of a Pre-Development Agreement and Restrictive Covenant for the Allegra at Cocoa Development project.

BACKGROUND:

On January 10, 2023, the City Council approved via Resolution 2023-008 the Developer's request for authorization to proceed with multifamily housing development not-to-exceed 312 units and related facilities in accordance with Florida Statute Sections 166.04151(6) and 420.0004 on the Property (Tax Parcel ID 24-35-23-00-11), and to permit multifamily residential as an allowable land use on the Property despite its current Commercial future land use designation and General Commercial zoning.

The Developer seeks certain waivers from the City Code prior to processing a site plan application for the Project. Pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances ("City Code"), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver.

The Developer seeks a waiver of the Tree Mitigation Contribution requirements of the City Code for the Project and a waiver to the minimum unit size requirement of the City Code, from 800 square feet

per one-bedroom unit to 660 square feet per one-bedroom unit, for a maximum of 80 units.

In consideration of these waivers, the Developer must do the following:

- convey to the City the entirety of Tax Parcel Number 24-35-23-00-775 and the portion of Tax Parcel Number 24-35-23-00-11 as depicted on **"**Exhibit B" to the Agreement, which is approximately 11.5 acres.
- maintain the Project as an affordable housing project for a period of thirty (30) years, which means that, at minimum, ten percent (10%) of the occupied units in the Project will be affordable housing as provided and defined in Florida law. The Developer will be required to submit copies of tenant income verification and applicable leases to the City of Cocoa yearly to ensure compliance with this requirement.
- reserve a minimum of three (3) one- or two-bedroom apartment units for City law enforcement officers or first responders to be rented at a 25% discounted rate, to be made available on a first come, first serve basis, at the time of initial leasing until there are no other apartments available in the Development. In addition, the Developer shall provide a lease preference above other tenant applicants to City law enforcement officers and firefighters, along with EMS/Paramedics and Brevard County school teachers teaching within the City limits, on a first come, first serve basis so long as it does not violate Federal Housing statutes.

STRATEGIC PLAN CONNECTION:

Improve residential development programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

January 10, 2023 - Resolution 2023-008 was approved.

RECOMMENDED MOTION:

Consideration of a Pre-Development Agreement and Restrictive Covenant for the Allegra at Cocoa Development project.

Legislation Details (With Text)

File #:	23-419	**Version:**	1	**Name:**	June, 2023 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/6/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 6/30/2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 6.30.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	July 06, 2023
Agenda Date:	July 25, 2023
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 6/30/2023**.**

BACKGROUND:

The following reports for the period October 01, 2022, through June 30, 2023, provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

4. Change Order Approvals revised PO increased.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-22 thru 6-30-23

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 43

	POs	Change Orders	Total
City Manager =	24	9	33
City of Cocoa CRA Board =	0	1	1
City Council =	9	0	9

Purchase Order Approvals 10-01-22 thru 6-30-23
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80213	10/24/2022	Hach Company	$ 35,404.00	10/24/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	10/31/2022	Stockton Whitten
80272	11/1/2022	IM Solutions, Inc	$ 41,517.68	10/31/2022	Stockton Whitten
80295	11/1/2022	Hach Company	$ 47,582.64	10/31/2022	Stockton Whitten
80359	11/16/2022	Enterprise FM Trust	$ 43,868.00	11/15/2022	Stockton Whitten
80360	11/16/2022	Alan Jay Cheverolet Buick GMC	$ 42,296.00	11/15/2022	Stockton Whitten
80426	12/7/2022	Beemats LLC	$ 50,000.00	12/6/2022	Stockton Whitten
80427	12/4/2022	Barney's Pumps Inc.	$ 40,900.00	12/6/2022	Stockton Whitten
80450	12/9/2022	Thompson Pump & MFG Co. Inc.	$ 49,349.00	12/9/2022	Stockton Whitten
80482	12/20/2022	Polydne Inc.	$ 49,000.00	12/20/2022	Stockton Whitten
80483	12/20/2022	TomCo2 Equipment Co.	$ 37,164.90	12/20/2022	Stockton Whitten
80484	12/20/2022	In Depth, Inc.	$ 46,900.00	12/20/2022	Stockton Whitten
80513	12/28/2022	Stewarts Electric Motor Works	$ 37,000.00	12/22/2022	Stockton Whitten
80771	3/17/2023	Ferguson Enterprises, LLC	$ 48,375.28	3/16/2023	Stockton Whitten
80843	4/12/2023	Graybar Electric Co. Inc	$ 49,520.60	4/11/2023	Stockton Whitten
80845	4/12/2023	Stantec Consulting Services	$ 46,178.00	4/11/2023	Stockton Whitten
80846	4/12/2023	Stantec Consulting Services	$ 45,504.00	4/11/2023	Stockton Whitten
80886	4/25/2023	Crisafulli Consulting, LLC	$ 50,000.00	4/24/2023	Stockton Whitten
81015	6/2/2023	Danella Construction Corp	$ 38,375.65	5/31/2023	Stockton Whitten
81085	6/21/2023	Crom, LLC	$ 43,006.86	6/20/2023	Stockton Whitten

24 Purchase Order Approved by City Manager

Prepared by Purchasing 7/6/2023

Purchase Order Approvals 10-01-22 thru 6-30-23
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 7/6/2023

Purchase Order Approvals 10-01-22 thru 6-30-23
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80209	10/24/2022	Gar Waterblasting	$ 42,500.00	5/24/2022	City Council
80210	10/24/2022	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
80211	10/24/2022	J & M Materials of Riverview	$ 40,000.00	10/27/2020	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council
80276	11/1/2022	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
81050	6/14/2023	Pride Enterprises Busnell	$ 47,587.77	5/23/2023	City Council

9 Purchase Orders Approved by City Council

Prepared by Purchasing 7/6/2023

Change Orders Approvals
Revised PO increased to $35,000 to $50,000

PO #	PO Date	Vendor	PO Amount	Change Date	By Whom
78979	12/1/2021	Garganese, Weiss, D'Agresta &	$ 50,000.00	3/8/2023	Stockton Whitten
80041	10/7/2022	Alliance For Neighborhood	$ 35,000.00	1/18/2023	CRA Board
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	1/24/2023	Stockton Whitten
80386	11/28/2022	Sherwin Williams Cocoa	$ 35,000.00	4/12/2023	Stockton Whitten
80410	12/6/2022	PDCS, LLC	$ 35,000.00	2/3/2023	Stockton Whitten
80718	3/6/2023	Bennett Fire Products Co., INC	$ 49,568.00	4/25/2023	Stockton Whitten
80513	12/28/2022	Stewarts Electric Moto4r Works	$ 47,000.00	6/14/2023	Stockton Whitten
80386	11/28/2022	Sherwin Williams Cocoa	$ 36,500.00	6/14/2023	Stockton Whitten
80265	11/1/2022	US Bank Equipment Fiance	$ 48,087.00	6/20/2023	Stockton Whitten
80740	3/8/2023	Trane US Inc (Maitland)	$ 48,122.43	6/30/2023	Stockton Whitten

		1	Change Orders Approved by the CRA Board
0	Change Orders Approved by City Council	9	Change Orders Approved by The City Manger

Prepared by Purchasing 7/6/2023

Legislation Details (With Text)

File #:	23-446	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any 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. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized June 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 20, 2023
Agenda Date: July 25, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any 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.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of June 30, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 6/30/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
PW08SP													
Op. Rev.		450,000.00	7/11/2023 Total approved	2023-064									
Project Manager: Abigail Morgan		4,081.95											
account #	001-3510-541.63-00	445,918.05					Cumulative		FY22 cum	FY23 cum			
	VA Paving			FY2023	45472		$ -			$ -	$ -		
	PO#	**4,082**											
PW23HV - City Hall HAVC													
Op. Rev.		60,279.00	4/25/2023 Total approved	2023-036									
Project Manager: Frank Marabito		5,000.00											
account #	001-3560-519.64-00	55,279.00					Cumulative		FY22 cum	FY23 cum			
	Air Mechanical			FY2023	46357	55,279.00	$ 55,279.00			$ 55,279.00	$ -		
	PO # 80963	**5,000**											
PW23PE - Cocoa Village Playhouse Elevator													
Op. Rev.		74,143.00	Total approved	2023-025									
Project Manager: Frank Marabito		7,060.00	contingency and other costs authorized										
account #	001-3560-519.62-00	67,083.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Sapphire Elevator			FY2023	46176	67,083.00	$ 67,083.00			$ 67,083.00	$ -		
	PO # 80805	**7,060**											
WS23DF - Filter #3 IMS Cap & Media Replacement													
Op. Rev.		697,679.37	Total approved	2023-020									
Project Manager:		42,413.00	contingency and other costs authorized	2023-021									
account #	424-4020-536.63-00	655,266.37	exp authorized before contingency	2023-059	6/6/2023		Cumulative		FY22 cum	FY23 cum			
	Elenis Contracting			FY2023	46212	424,120.00	$ 424,120.00			$ 424,120.00	$ 58,410.75		
	PO # 80847	**42,413**			46525	231,146.00							
PW23PF - Cocoa Village Playhouse Fire Alarm Panel													
Op. Rev.		123,602.00	Total approved	2023-029									
Project Manager: Frank Marabito		10,000.00	contingency and other costs authorized										
account #	001-3560-519.64-00	113,602.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Integrated Fire			FY2023	46235	113,602.00	$ 113,602.00			$ 113,602.00	$ -		
	PO # 80892	**9,999.55**				0.45							
WS21VP - Viera Pump Station													
Op. Rev.		917,070.00	Total approved	2023-015									
Project Mana	David Veloza	83,370.00	contingency and other costs authorized										
account #	424-4055-536.63-00	833,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	L7 Construction			FY2023	46161	833,700.00	$ 833,700.00			$ 833,700.00	$ 16,150.00		
	PO#: 80814	**83,370**											
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00	$ 70,000.00			$ 70,000.00	$ 52,849.41		
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.46-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023	45793	82,000.00	$ 82,000.00			$ 82,000.00	$ 71,000.00		
	PO #: 80526	**16,400**											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager:		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00	$ 399,978.00			$ 399,978.00	$ -		
	PO # 80495												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
		39,998											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 1,646,576.10		
	PO # 80537												
		439,952											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Manager:		290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25	$ 159,144.00		
	Inliner Solutions PO # 80264			CO #1	45762	15,248.00	$ 15,248.00			$ 15,248.00			
		291											
WS17FC - PLC Upgrade Belt Filter													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00	$ 127,000.00	$ 15,700.00	$ -	
	PO# 80167												
		21,405											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Pro Co			FY2023	46197	34,411.25	$ 49,748.00			$ 49,748.00	$ 34,411.25		
	PO# 80799												
		4,975											
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00		$ 60,634.00		
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00		$ -		
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00			$ 653,307.00	$ 392,735.34	$ 217,135.23	
	PO # 79254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
Project Manager:		23,310.00	contingency and other costs authorized										
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 233,100.00	$ 150,000.00	$ 79,596.96	
	Contractor PO# 77555												
		23,310											
WS1222	BNR Process Improvements												
Op. Rev.		2,497,935.00	2/22/2022 AND 5/23/2023	2022-018									
account #		989,934.00	contingency and other costs authorized	2022-092									
	424-4120-536.63-00	1,508,001.00	exp authorized before contingency	2023-054			Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,979,440.00		$ 1,944,049.00	$ 35,391.00	$ 803,612.18	$ 507,911.04	
	PO# 79480			C/O#1	45144	436,048.00							
				C/O#2	45887	30,015.00							
WS1001		**518,495**		C/O#3	46074	5,376.00							
Op. Rev.	Industrial Park Pump Station												
Project Manager Utilities		4,889,500.00	11/25/14, VIII.8	2014-138									
account #421-4055-536.63-00		444,500.00	10% contingency authorized			63-00							
		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00						
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53						
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91						
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98						
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09						
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09						
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47						
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12						
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12						
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32						
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98						
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83						
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97						
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97						
							4,667,012.97						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28						
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58						
					34893	9,984.39	$ 4,667,012.97						
			PO#73686	FY2019		1,000.00							
		209,868	^contingency balance-->										

Legislation Details (With Text)

File #:	23-447	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2023			**In control:**	City Council
On agenda:	7/25/2023			**Final action:**	
Title:	FY 2023 June Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-06.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-06.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2023
Agenda Date: July 25, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 June Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru June 30, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
Budget Amendments/Transfers			Division Total		
Total Budget Amendments/Transfers					

Transfers & Amendments between 6/1/2023 and 6/30/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

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Date: 7/3/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4020 - DYAL PLANT					
06/09/23	424-4020-536.63-00	231,146	FND CO#1 UNDERDRAINS, CAP RESO #2023-059		3499
1 Budget Amendments/Transfers			Division 4020 Total	$231,146	
4055 - ENGINEERING					
06/09/23	424-4055-536.63-00	(231,146)	FND CO#1 UNDERDRAINS, CAP RESO #2023-059		3499
1 Budget Amendments/Transfers			Division 4055 Total	($231,146)	
2 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$0**	

2 Transfers & Amendments between 6/1/2023 and 6/30/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS	**0**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

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Date: 7/3/2023