City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, June 24, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-344 Approve the Agenda for the Regular meeting of June 24, 2020 as presented or with amendments.

Attachments: 06-24-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-351 Approve the Minutes of the Regular meeting of May 13, 2020, as written or with amendments.

Attachments: 05-13-2020 MinutesADA-1.pdf

Exhibit A: E-Comments from Guylene & Brubaker.pdf

Exhibit B: CAFR Presentation.pdf

II.2(b) 20-352 Approve the Minutes of the Regular meeting of May 27, 2020, as written or with amendments.

Attachments: 05-27-2020 Minutes ADA.pdf

Exhibit A-Email from C. Rogers.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-347 Presentation by Representative Tyler Sirois to Officer Rhoades and K9 Bear. (Rep. Sirois)

III.2 20-345 Citizens Academy Class 1 Graduation. (Assistant to the City Manager/Public Information Specialist)

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-255 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20. (Utilities Director)

Attachments:
- Sunstate PO 75715.pdf
- Sunstate COI Exp 1-1-21 .pdf
- Cocoa - 2020 Neptune R900 System Nature Letter.pdf
- Cocoa - 2020 Sunstate-Neptune Sole Source Letter.pdf
- Cocoa - 2020 Cover Letter - Neptune Pricing 5-28-20.pdf
- Cocoa-2020 Sunstate Meter-Neptune Product Price List 5-28-20.pdf
- Sunstate Sole Source Resolution.pdf
- ECP-SUNSTATE METER-UT-WFO.pdf

VI.2 20-296 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Sole Source Reso.pdf
- Ring Power Quote .pdf
- SS Letter - Ring Power 19.pdf

VI.3 20-333 Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A. (Utilities Director)

Attachments: 4337-232-R - Contract for Execution (04-23-2020).pdf
Internal Grant Application Lift Station 1 Grant.pdf
Budget Resolution FY 2020.docx

VII. PUBLIC HEARINGS:

VII.1 20-337 Pass on First Reading Ordinance No. 06-2020: Amending permitted locations for self-service storage facilities and amending the definition thereof. (Community Services Director)

Attachments: Ordinance 06-2020 Self-Service Storage Facilities v2.pdf
Store Space Cocoa Text Amend Application.pdf
Legal Ad Proof - FT-GCI0430040-01.pdf

VII.2 20-338 Pass on First Reading Ordinance 05-2020: Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (Community Services Director)

Attachments: Ordinance 05-2020 Medical Marijuana Dispensing Facilities.pdf
Legal Ad Proof - FT-GCI0430040-01.pdf
CBD-CVO District Map.PNG
Medical Marijuana.jpg

VII.3 20-339 Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR”. (Community Services Director)

Attachments: Ordinance 04-2020_FLUM Amendment Cape Canaveral Heights to LDR.pdf
Exhibit A - Parcel Map.pdf
FLUM Application.pdf
Cocoa-Cape Canaveral Heights Location Map 6-2-20.pdf
Cocoa-Cape Canaveral Heights FLU Map.pdf
Legal Ad Proof - FT-GCI0430040-01.pdf
Email from Tammy Green.pdf
Email from Dwight Coursey.pdf

VII.4 20-340 Approval of a PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. (Community Services Director)

Attachments:
- Exhibit A - Binding Development Agreement - Lakeside Palms West.pdf
- Exhibit B - Lakeside Palms West - Pre-Subdiv Plans.pdf
- Exhibit C - Lakeside Palms West - Pre-Subdiv Plat.pdf
- Exhibit D - Compensatory Storage Letter submittal 5-11-20.pdf
- Exhibit E - Geosyntec comment letter 1-28-19.pdf
- Exhibit F - Geosyntec comment letter 2-1-19.pdf
- Exhibit G - 2018-003 Lakeside Palms West Boundary & Topo 2-7-19 S&S.pdf
- Exhibit H - Response Letter to Geosyntec 1-30-19.pdf
- Exhibit I - Stormwater Technical Memo 1-30-19.pdf
- Exhibit J - Letter to Applicant 5-21-20 - compensatory storage.pdf
- Exhibit K - Compensatory Storage Letter re-submittal 6-1-20.pdf
- Exhibit L - Compensatory Storage Graphic.pdf
- Exhibit M - Flood Plain Map.pdf
- Exhibit N - SJRWMD permit application.pdf
- Exhibit O - possible lots lost for on-site storage.pdf
- LakePalmWest - Location Map.pdf
- Legal Ad Proof - FT-GCI0430040-01.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-342 Seek Council direction on holding public special events at City facilities in the month of July. (Assistant to the City Manager/ PR Specialist)

VIII.2 20-343 Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (Public Works Director)

Attachments:
- Facility Assessment - Dr. Joe Lee Smith Building - 6/15/2020

IX. CITY BUSINESS:

IX.1 20-346 Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal. (Public Works Director)

Attachments: Attachment A - Rates.pdf

IX.2 20-353 Ordinance No. 07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (City Attorney)

Attachments: Ordinance No. -2020 Meeting Day Change.pdf

MULTI-YEAR CONTRACTS:

IX.3 20-315 Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021. (Chief of Police)

Attachments: 2020 Rockledge Crossing Guard.pdf

IX.4 Approve the revised multi-year lease agreement with Sissine's Office Systems, Inc. for copiers, replacing four (4) Ricoh MPC307 copiers with four (4) higher capacity Ricoh IM C4500 copiers with finishing units under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement and authorize the City Manager to add additional equipment to the lease agreement resulting in an increase of no more than $500 per month from the contracted payment.

X. INFORMATIONAL AGENDA:

X.1 20-305 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020.

Attachments: PO Monthly Report to City Council 10.01.19 thru 05.31.20.pdf

X.2 20-316 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget Classification Report May 2020.pdf

X.3 20-317 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)

Attachments: May 2020 Contingency Report.pdf

X.4 20-318 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: May FY 2020 EXPENSE Budget Tracking Worksheet.pdf
May FY 2020 REVENUE Budget Tracking Worksheet.pdf

X.5 20-332 Space Coast Transportation and Planning Organization Project Updates. (Public Works Director)

Attachments: SCTPO Project Priorities Rankings - DRAFT
Updated TPO Draft List of Project Priorities 06_15_2020.pdf

X.6 20-350 Fire Incident Summary Report for May 2020. (Fire Chief)

Attachments: May 2020 Fire Incident Summary Report.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	20-344	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/12/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of June 24, 2020 as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-24-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: June 24, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of June 24, 2020. (20-344)

2. Minutes: (a) Regular meeting of May 13, 2020 (20-351)
(b) Regular meeting of May 27, 2020 (20-352)

III. Awards and Presentations:

1. Presentation by Representative Tyler Sirois to Officer Rhoades and K9 Bear. (20-347). (Rep. Sirois)

2. Citizens Academy Class 1 Graduation. (20-345). (Assistant to the City Manager/Public Relations Manager)

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20. (20-255). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant (20-296). (Utilities Director)

3. Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A. (20-333). (Utilities Director)

VII. Public Hearings:

1. Pass on First Reading Ordinance No. 06-2020: Amending permitted locations for self-service storage facilities and amending the definition thereof. (20-337). (Community Services Director)

2. Pass on First Reading Ordinance 05-2020: Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (20-338). (Community Services Director)

3. Approval of a large-scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR”. (20-339). (Community Services Director)

4. Approval of a PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. (20-340). (Community Services Director)

VIII. Council Business:

1. Seek Council direction on holding public special events at City facilities in the month of July. (20-342). (Assistant to the City Manager/PR Specialist)

2. Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (20-343). (Public Works Director)

IX. City Business:

1. Staff is seeking Council approval to work through the City’s Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal. (20-346). (Public Works Director)

2. Ordinance No.07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (20-353). (City Attorney)

Multi-Year Contracts:

3. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021. (20-315). (Chief of Police)

4. Approve the revised multi-year lease agreement with Sissine’s Office Systems, Inc. for copiers, replacing four (4) Ricoh MPC307 copiers with four (4) higher capacity Ricoh IM C4500 copiers with finishing units under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the

City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement and authorize the City Manager to add additional equipment to the lease agreement resulting in an increase of no more than $500 per month from the contracted payment. (20-349). (Chief Information Officer)

X. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020. (20-305). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-316). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-317). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-318). (Finance Director)

5. Space Coast Transportation and Planning Organization Project Updates. (20-332). (Public Works Director)

6. Fire Incident Report Summary for May, 2020. (20-350). (Fire Chief)

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	20-351	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/16/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of May 13, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-13-2020 MinutesADA-1.pdf Exhibit A: E-Comments from Guylene & Brubaker.pdf Exhibit B: CAFR Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2020
Agenda Date: June 24, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of May 13, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of May 13, 2020, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

May 13, 2020

A Regular City Council Meeting was held on Wednesday, May 13, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 10:03 a.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Samantha Senger, Public Relations Specialist/Assistant to the City Manager; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; and LeShawn Hinton, Helpdesk Support Tech.

II. Approval of Agenda And Minutes:

1. Agenda: Regular Meeting of May 13, 2020 (20-239)

It was requested that the agenda be amended by the following: Remove Item VI.3 from Consent agenda, Move Consent Item VI.2 to City Business IX.2,

and add two items under Multi-Year Agreements, which would be Items IX.7 & IX.8.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Agenda as amended for the Regular meeting of May 13, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Emergency Meeting of April 2, 2020 (20-226)
(b) Regular Meeting of April 8, 2020 (20-227)
(c) Special Meeting of April 14, 2020 (20-234)
(d) Regular Meeting of April 22, 2020 (20-245)

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the Minutes as listed above as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming the Week of May 17-23, 2020 as “National Public Works Week”. (20-235). (Public Works Director)

Mr. Smith read the proclamation into the record.

IV. Delegations:

None.

V. Reports:

Ms. Senger read a report from Ms. Hawkins-Smith at the Playhouse, 2130 Michigan Avenue, Cocoa. They were essentially asking for approval to complete performances for “Into the Woods” and would adhere to any further emergency orders from the State or the City. If they could open on May 28th they could strategize how to continue operating under these circumstances.

Chief Lamm provided a brief overview of COVID-19. Currently there are 346 cases in Brevard County and as of today there have been 9 deaths. There are 49 cases in Cocoa and he stressed that is determined by zip code, not just the city limits. The City was continuing to be vigilant with social distancing efforts. He

further added that Ms. Gemmati was working with CareATC regarding testing for employees. They are continuing to keep everyone safe and want employees to feel safe as well.

Chief Cantaloupe reminded all that there is a Crime Watch meeting at Pine Grove Park at 5:30 p.m. tomorrow night.

He mentioned that it was National Peace Officers Week and requested that if anyone comes in contact with an officer to please thank them.

Ms. Bowman advised that Customer Service has been reaching out to customers in order to set up payment plans. Most are not wanting to set up plans and they have only set up five so far. A video has been published urging customers to set up payment plans and how to get in touch with Customer Service and this information is also on the utility bill. They are on schedule to begin disconnections for non-payment on June 2nd.

Ms. Gemmati provided an update on the City Manager recruitment. She pointed out that all of Council should have received an email with the recruitment brochure. They are still working on the final product but hope to have it sent out by Friday. There was still time for their feedback.

Interim City Manager Fuhrer followed up on shut off's and late fees and reminded Council that this had been previously authorized a month beyond the Safer At Home Order.

Additionally, City facilities are currently closed to public access and he suggested that they continue with these closures until the Governor issues Phase 2. Public Meetings will also be included in Phase 2. There will be no more than fifty people allowed in public meetings. He stressed that the timing of all of this was hard to estimate, but he would like a consensus on the re-opening so that this could be implemented as soon as it was announced. They were anticipating it to happen this coming Monday, but that might not be the case.

Councilmember Warner had no objection to following state guidelines.

Interim City Manager Fuhrer mentioned that Cocoa was unique due to the amount of customers who come to pay their water bill.

He further spoke about the July 4th event and that staff needed to communicate with the vendor regarding the ordering of fireworks. The City of Orlando canceled their event at the fountain.

Mayor Williams felt that with 900 new cases in the State he does not see how we could control the crowds and he could see the numbers doubling before the event.

Councilmember Warner believed that if the Port and other surrounding cities do not have their event they will all come here and it would put employees at risk as well.

Interim City Manager Fuhrer advised that no information has been received from the surrounding cities but they all use the same vendor.

Councilmember Warner was not in favor of holding the event.

Deputy Mayor Goins would like further direction from staff and directors on how they feel about the reopening. He was not in favor of July 4th and voiced his concerns regarding the event.

Chief Lamm agreed there were several valid points noted. He pointed out the theme park closures and Orlando's cancellation of their July 4th event. These are not easy decisions and from a healthcare perspective, we are in a pandemic. People will come to Cocoa if all others cancel and it could put public safety officers and other employees at risk as well as the public.

Chief Cantaloupe pointed out that he does not have the resources to enforce social distancing at an event that large. They would be looking at bringing in a National Guard Troop, etc. He believed that with other measures the City has taken to control things during this time, having an event like this would send the wrong message and have other implications.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to cancel the July 4th event.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins requested that the press release be checked for correctness and in response, Interim City Manager Fuhrer assured him that they would work with other cities when putting out the message.

Interim City Manager Fuhrer mentioned the request from the Cocoa Village Playhouse as to let them open now or not. Playhouses are listed in Phase 2 of the Governor's plan, at a 75% capacity, so they would likely be included at that time. If he initiates Phase 2 by May 28th then they could start planning for the future.

Further discussion was held on the playhouse and the reopening of the Village.

Councilmember Warner felt that as long as they complied with the Governor's order then she had no issue with letting them do what they needed to in order to get ready.

IT WAS A CONSENSUS AMONG COUNCIL TO ALLOW THEM TO REOPEN AS LONG AS THEY COMPLY WITH THE GOVERNOR'S ORDER.

Councilmember Warner announced that she was getting beat up about the public's inability to watch and listen to meetings. You cannot hear due to the feedback. There has to be a better way and she asked IT to work on the issue.

Interim City Manager Fuhrer advised that they had been working with vendors to get these issues worked out.

Councilmember Koss spoke about emails from Mr. Green regarding the budget workshop and agreed that there was an issue. In response, Interim City Manager Fuhrer mentioned that it was the audio signal getting to the feed. They are working on stitching the presentation into the video so that it can be seen.

Councilmember Koss revisited the idea of an agenda review meeting. She explained the reasoning as to why she believes this was a good idea. It would be a meeting where staff and Council would be together to ask questions, explain, etc. before a meeting, it would provide more transparency to the public, and it would allow for more public participation and presentations at actual Council meetings.

Councilmember Koss made a motion to ask staff to bring back information in regards to this; however, Mayor Williams believed a consensus would be fine. He noted he knows it worked for some cities but would like more information.

Councilmember Warner noted that if she has a question she will get the answer before the meeting. She would like feedback from directors and the Interim City Manager as to how this would effect their workflow and staff time.

In response, Interim City Manager Fuhrer pointed out that it would modify the whole agenda process, as far as when it is completed and when it was given to Council.

Deputy Mayor Goins asked why Councilmember Koss believed this was important.

In response, she felt that it would provide an opportunity for Council to talk with each other before meetings in regards to items. She is often informed by

questions of other Council members and she felt that this would also change the way that Council looked at items and that the meetings would flow better. She believed that there were some inefficiencies with all members meeting with the Interim City Manager individually. Another reason would be additional transparency.

Deputy Mayor Goins stated that as a citizen coming to meetings he was always confused as to why things were approved. He did not want to get to a point where Council has met two days prior to a meeting and then changes their mind on an item.

Mayor Williams provided an example which related to the Jackson Street project. Council each met with staff and come to find out they were not all told the same story so there was a conflict at the Council meeting.

Councilmember Warner pointed out that sometimes it is the perception of what or the way you heard something, so you are not necessarily being told different things.

It was determined that staff would bring back information on this request.

Mayor Williams thanked the Police and Fire departments for helping with Capt. Ed's 95th birthday parade.

There was a request received for a Tree City USA proclamation and that was being done.

In closing, he thanked everyone at Time Out for the food served on Mother's Day along with all of the others who are distributing food throughout the City. He was very thankful for the support and help. He thanked all of the City staff as well.

VI. Consent Agenda:

1. Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T. (20-224). (Utilities Director)

~~2. Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project. (20-237). (Public Works Director)~~

- **This item was Moved to City Business IX.2.**

~~3. Approval of City Manager recruitment materials developed by Mercer Group, Inc. (20-248). (Administrative Services Director)~~

- **This item was Removed from the Agenda.**

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16" AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16" Water Main Deflection. (20-251). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (20-228)

Ms. Bunt presented this item and noted that Florida Statutes Section 166.0451, provides that by July 1, 2007 and every three years after, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate to use as affordable housing.

The inventory list must include the address and legal description of each property and specify whether the property is vacant or improved. The governing body of the municipality must then review the inventory list at a public hearing and may revise the list at the conclusion of the public hearing.

Ms. Bunt provided examples of the properties listed and pointed out that there was some interest in some of the parcels. All of those would come back to City Council.

Councilmember Warner mentioned that she spoke about non-profits and if this had been done in the past with Habitat for Humanity. Ms. Bunt responded in the affirmative and provided a list of those that the City works with. Councilmember Warner asked if any of those had shown interest.

Councilmember Koss asked how there are so many. In response, Ms. Bunt pointed out that the City purchased the Michael C. Blake subdivision, and some go up for tax sales and when they are not sold they revert back to the City. she was also directed to look at those properties with code liens and if there was no one active on the property we could acquire those as well.

Councilmember Koss spoke about the Master Park Plan and two of the properties were in her district. Both areas do not have adequate parks. She asked if there was time to look at that. Ms. Bunt answered in the affirmative and explained how that process would work.

Discussion was held on some other properties not on the list. Ms. Bunt explained the reasonings behind those properties and the Mayor spoke of interest of some of the lots.

Mayor Williams opened the hearing to the public.

There being no response, the public portion of the hearing was closed.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (20-242). (Community Services Director)

Ms. Bunt provided a background on this item and pointed out that this has been advertised and a waiver was requested. Staff does not have the exact information at this time as to what the funds will be used for, but they have to close the 2019 plan in order to do this. Once money is received staff will bring this back to Council to finalize.

The funds would be used to expand currently funded Public Services agencies, with already identified eligible services through CDBG. Additionally, a portion of the funding would assist and be used for housing activities providing rental and

mortgage assistance which would benefit low and moderate income persons that are vulnerable or at risk of homelessness.

Ms. Bunt reiterated that this just allows staff to amend the plan so that it can be closed out so that they can start the next plan.

Mayor Williams stated that he was aware of affects that this has had and asked about the Salvation Army and domestic violence. In response, Ms. Bunt pointed out that domestic violence rises during quarantine. They fund the Salvation Army for meals so it does allow them to buy food and protective equipment.

Mayor Williams asked if there was anything in place for rental and mortgage assistance. Ms. Bunt advised there would be something. They are not sure what the guidelines are at this point and would be better able to identify those once received.

Councilmember Koss asked about staffing for these programs and if Leisure Services staff could assist with this. Ms. Bunt advised that she would talk with the Interim City Manager about that idea.

Mayor Williams opened the hearing to the public.

Ms. Senger read e-comments into the record from Ms. Guylene Hill and Mr. David Brubaker, both with the Central Brevard Sharing Center[1].

There being no further comments, Mayor Williams closed the hearing to the public.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

[1] EXHIBIT A: E-Comments received from Ms. Guylene and Mr. Brubaker with the Central Brevard Sharing Center

1. Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023. (20-240). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member. (20-244). (Administrative Services Director)

Councilmember Koss stated that Mr. Greg Stoll had come forward regarding this position and would like to begin as soon as possible.

It was requested that this information be placed on social media and those interested submit a letter of interest to the City Clerk's office. This would give all of those interested a chance to submit their letter.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Warner, to advertise the vacancies on social media. All letters of interest should be submitted to the City Clerk's office by the date noted on the notice.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019. (20-253). (Finance Director)

Ms. Bowman advised that Mr. Joel Knopp was attending via telephone and he would be providing a presentation[2] on the CAFR. He was with the auditing firm that conducted the audit.

Mr. Knopp explained the required communications between the City and the auditor and pointed out points of interest on some of the pages in the audit.

Ms. Bowman noted they all were provided bound copies of the audit.

[2] EXHIBIT B: Presentation: Required Auditor Communications Fiscal Year Ended September 30, 2019

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the current Code Enforcement Lien for the residence located at 306 Loquat St. be reduced to $2358.09. (20-258). (Chief of Police)

Chief Cantaloupe provided a brief background on the Code case and mentioned that there were currently no violations on the property. It was staff's recommendation to reduce the lien to $2,358.09.

Deputy Mayor Goins knows the residents of this property and a lot of work has been done. Their plan is to redo the whole house and by Council approving this reduction it will help enhance the property.

Interim City Manager Fuhrer pointed out for the record that this reduction application did not go to the Code Board due to meeting schedules and COVID-19. This came straight to Council, whereas typically it would go to Code Board first and then the recommendation would be brought to Council.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the current Code Enforcement Lien for the residence located at 306 Loquat St. be reduced to $2358.09**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety. (20-238). (Community Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project. (20-237). (Public Works Director)

Councilmember Koss thanked Mr. Smith for going after the additional dollars for this baffle box project. She pointed out additional funding that had been received.

Mr. Smith advised that this was about a $300,000 project. He mentioned that Abby was the one to track down the funds.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

3.~~2~~. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. (20-201). (Utilities Director)

Mr. Walsh advised that this was providing hard fiber from our network at the police department to the water plant. It will fix some issues with speed as they have internet issues at the plant currently. He spoke of other avenues that were looked into and this was the best opportunity.

Interim City Manager Fuhrer added that we would have a wireless connection as well.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. ~~3~~. Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget. (20-225). (Interim City Manager)

Interim City Manager Fuhrer explained this item and pointed out that there were two multi-year agreements within the item. They were for Police/Fire and Utilities. This system will also tie into other software systems and will provide instructor led training as well.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. ~~4.~~ Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item. (20-252). (Administrative Services Director)

Ms. Gemmati spoke on behalf of this item and mentioned that the program was called NextGen. This has been used in the past and it was a grant to help pay wages. Instead of the regular Cocoa Works Program, this is open to all who would like to be a summer intern.

They will be Cocoa residents and they are looking at various avenues to hold interviews and recruiting virtually.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. ~~5.~~ Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement. (20-254). (Interim City Manager)

Interim City Manager Fuhrer advised that the City currently has a lease for all of the copiers throughout City facilities. The current agreement expires this upcoming year, so other service providers were looked at in hopes of reducing costs. It will be a more modern system, provide a new level of security and will help with ADA compliance.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. ~~6.~~ Approve Task Order 2020-08 with Jacobs Engineering Group, Inc. for Utility Privatization Services (Potable Water), Project No. WS16UP; To Approve as Multi-year Services from FY2020 through FY2021; To Approve a Resolution Amending the FY2020 Budget. (20-265). (Utilities Director)

Mr. Walsh explained this item in detail and advised that Mr. Burton had provided a presentation at yesterday's special meeting. He shared his concerns, pointing out that overall this item was challenging and one reason is because we would be competing in a private market. There are significant monies at risk for going after this proposal and as the Utilities Director he was conflicted as it proposes issues for how they operate in the future. He has concerns and he has expressed those.

Utilities relies heavily on HR, IT, and Finance to function so this could add another area that relies on them as well. All of this could complicate how business is done.

Mr. Walsh stressed that overall he was concerned. It is a challenge and while he does not like to run away from challenges, this was a big one. It would really change how business was done. From a cities' standpoint, there was definitely opportunity but he was concerned.

Councilmember Warner questioned if his concerns were from the Utilities directors' side or his engineering side where he liked to have facts. In response, he noted it was a little of both. The pro in all of this was that Cocoa was the incumbent utility, but to take on damaged infrastructure would be a challenge. There are a lot of issues to work out.

Councilmember Warner reiterated her concerns from the special meeting regarding the water quality at Patrick. She does not want those issues attributed to Cocoa.

Mayor Williams advised that he thought about this last night after the meeting and although it is a great opportunity, we would inherit some of the issues with contamination and other unknown problems that would come with their system. He feels it is a little too much for the City.

Mr. Walsh pointed out that what changed for him was accessing the water and making sure that our contract was protected. Councilmember Warner believed that was one of their initial concerns four years ago.

Deputy Mayor Goins thought there were too many unknowns and being in the construction business unknowns are scary.

Further discussion was held on other Utility projects.

Councilmember Koss thanked Mr. Walsh for his honest thoughts. Mr. Walsh mentioned it was hard because it was conflicting.

She advised that she had met with Mr. Burton and got an overview of opportunities. She was not opposed to taking risks but one thing that weighs on her decision was the shoreline and it being vulnerable to sea rise level. In 2019, they put it on the most vulnerable for climate change list of air force bases. In this climate, where the federal government is spending so much, we live under the threat of hyper-inflation and if you are under that nothing gets done. She was not sure of what protections could be built into the contract.

Attorney Garganese agreed that it would be a big challenge.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, NOT to approve the Task Order.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. ~~7.~~ Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Raftelis Financial Consultants, Inc., East Palatka, Florida; Project No. WS16UP; To Approve as Multi-year Services from FY2020 through FY2021; To Approve a Resolution Amending the FY2020 Budget. (20-266). (Utilities Director)

Mr. Walsh announced that this was directly related to the item above and the Special meeting held on May 12, 2020.

Interim City Manager Fuhrer mentioned that based on conversation, in local government we deal with low risk and with this there was an inherent amount of risks. He felt that this was a prudent action as there is a tight timeline for submission. He further noted that the action that was taken last night and advised that they could retract the request for an extension.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to NOT approve this item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

1. Cocoa Police Department District Event Statistics for the month of March, 2020. (20-247). (Chief of Police)

Deputy Mayor Goins advised that Rockledge had gotten all of their lights changed to LED and asked if we were on the list. In response, Interim City Manager Fuhrer stated there was a conversation with FPL and they were in the process of coordinating with them under their former program, for our streets to be done. They will be doing it all over the city. City Council took action on this a couple of years ago for this to be completed.

Deputy Mayor Goins wanted to ensure that a light be placed at the corner of Fern. It is really dark and a light would provide more security. Interim City Manager

Fuhrer believes that prior action taken on this allowed the City to add additional lighting.

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Regular meeting of May 13, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 12:19 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: E-Comments received from Ms. Guylene and Mr. Brubaker with the Central Brevard Sharing Center

Carie Shealy

From: Samantha Senger
Sent: Wednesday, May 13, 2020 11:16 AM
To: Carie Shealy
Subject: Fw: CDBG-CV Allocation for Public Services Proposed

From: David Brubaker <david.brubaker@sharingcenter.org>
Sent: Thursday, May 7, 2020 1:42 PM
To: meeting <meeting@cocoafl.org>
Subject: CDBG-CV Allocation for Public Services Proposed

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear distinguished City Council Members & City of Cocoa Staff,

On behalf of the Sharing Center, I would like to thank the City of Cocoa for being an outstanding community partner of ours. I am in support of the recommendation of the allocation to assist our agencies with Personal Protection Equipment. These items are key to the Sharing Center's ability to re-open fully. We have not stopped providing basic needs assistance during the Covid-19 crisis. This much needed protection will not only ensure the safety of our staff but it will help encourage our volunteers to return to work. We depend heavily on volunteers and for the past 50 days, we have been able to keep our doors open and serve an above average number of clients utilizing our staff to cover positons from other department. It has been a huge adjustment for or organization. In fact, we have seen a huge increase in new clients since the beginning of this crisis. More than a 200% compared to the same time last year. Please consider approving the recommendations that will be a true benefit to the citizens of Cocoa. Especially those who are struggling to make end meet due to the loss of income.

Thank you for your time and considerations.

David Brubaker
President/CEO

Sharing Center of Central Brevard

Street Address:
113 Aurora Street
Cocoa, FL 32922

Mailing Address:
P. O.Box 3363
Cocoa, FL 32924-3363

Direct: (321) 631-4492
Office: (321) 631-0306 Ext. 107
Fax: (321) 631-0372

Carie Shealy

From: Samantha Senger
Sent: Wednesday, May 13, 2020 11:16 AM
To: Carie Shealy
Subject: Fw: New Grant CDBG Coronavirus (CDBG-CV)

From: Guylene Hill <ghill@sharingcenter.org>
Sent: Thursday, May 7, 2020 10:47 AM
To: meeting <meeting@cocoafl.org>
Subject: New Grant CDBG Coronavirus (CDBG-CV)

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

To whom it may concern,

In April alone, we have seen an increase in new clients of 266%.
During a crisis such as this one, that is a big deal! With the dangers of a virus spreading, we lose our volunteers.
If you are not already aware, we operate at 98% volunteers.
We have struggled to continue giving services even through a tremendous increase of new clients, with a skeleton crew operating
at 2 persons doing the job of 6.
This funding would be a huge relief for us in that our volunteers would feel safer and return knowing there's plenty of protection.

We are asking the City Council to please seriously consider approving the funding so that we can continue to operate at full capacity and to ensure that the people in our community
are receiving the help they are in dire need of.

Sincerely,

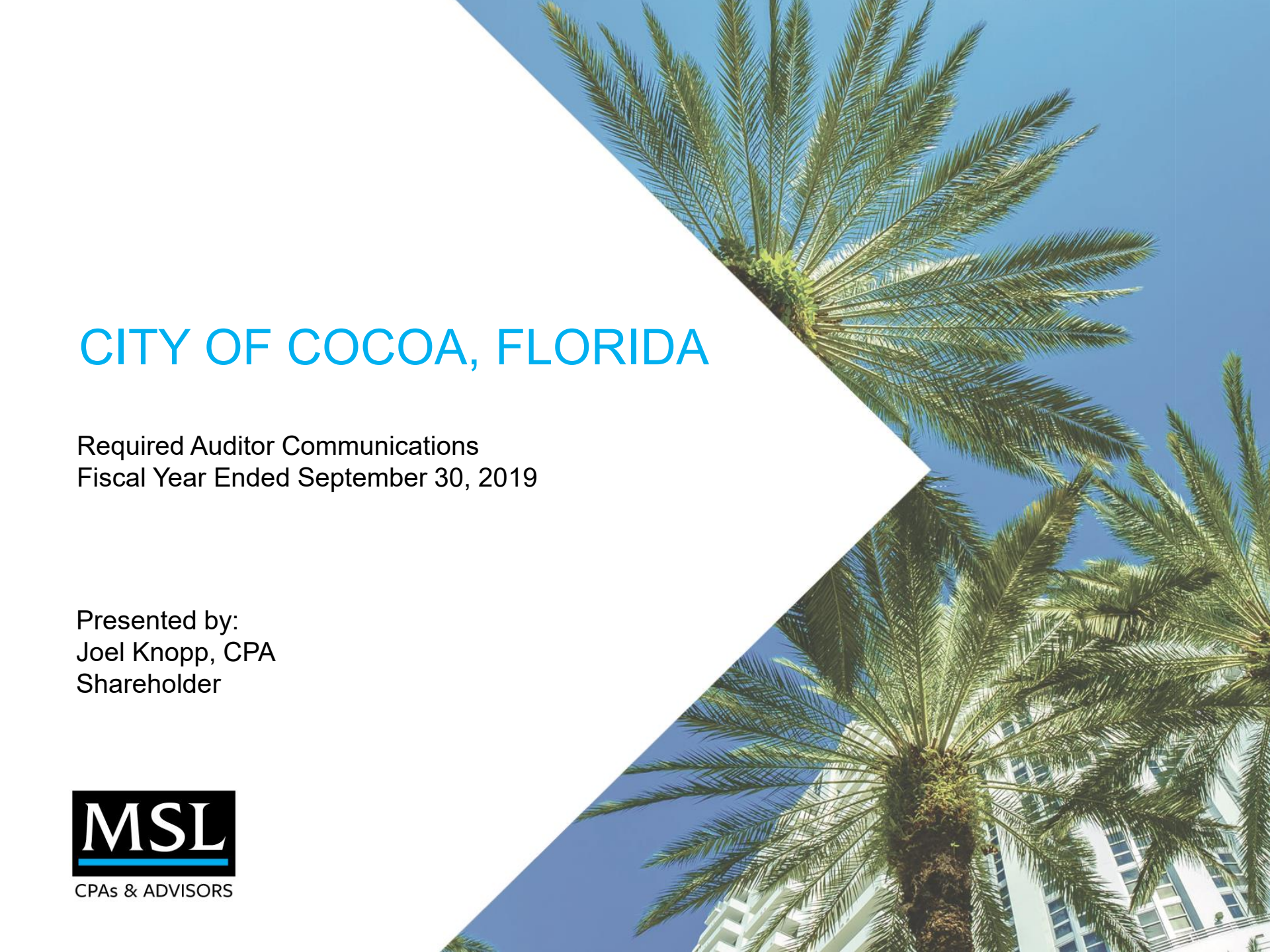
Guylene Hill
Office Manager
Sharing Center of Central Brevard

Street Address:
113 Aurora Street
Cocoa, FL 32922

Mailing Address:
P. O.Box 3363
Cocoa, FL 32924-3363

Office: (321) 631-0306 Ext. 105
Fax: (321) 631-0372

www.sharingcenter.org



CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2019

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS



AUDIT OVERVIEW

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



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

MSL

Services and Deliverables



Auditor's Report on Financial Statements (Pages 15-16)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 187-188)

- No current year findings
- Prior year finding was resolved

MSL

Services and Deliverables *(Cont.)*



Auditor's Management Letter (Pages 189-190)

- No management letter comments

Independent Accountant's Report (Page 191)

- No investment compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance with Major Federal Programs and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards (Pages 193-195)

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

MSL



FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 30-31)



	Governmental Activities		Business-type Activities	
	2019	2018	2019	2018
Total Assets & Def Outflows	$101.0M	$102.4M	$317.4M	$272.1M
Total Liabilities & Def Inflows	$73.2M	$72.6M	$151.2M	$115.8M
Net Position:				
Net Investment in Capital Assets	$29.5M	$28.9M	$142.4M	$138.3M
Restricted	1.0M	0.7M	11.4M	11.2M
Unrestricted	(2.7M)	0.2M	12.4M	6.8M
Total Net Position	$27.8M	$29.8M	$166.2M	$156.3M
Unrestricted NP as a % of Total Expenses	(6.4%)	0.5%	23%	14%
Change in Net Position	$(2.0M)	$(0.5M)	$9.9M	$12.0M

MSL

General Fund (Pages 32 and 34)



	2019	2018
Total Assets	$29.0M	$37.1M
Total Liabilities & Def Inflows	$3.4M	$4.3M
Fund Balance:		
Nonspendable	$1.7M	$1.8M
Committed (includes stabilization fund)	12.3M	11.4M
Assigned	6.2M	14.5M
Unassigned	5.4M	5.1M
Total Fund Balance	$25.6M	$32.8M
Unassigned FB as a % of Total Expenditures and Transfers Out	12.3%	15.4%
Net Change in Fund Balance	$(7.2M)	$0.6M

MSL

General Fund Budget (Pages 115-117)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$32.8M	$32.8M	
Total Revenues & Transfers In	35.1M	36.6M	$1.5M
Total Resources	67.9M	69.4M	
Total Expenditures & Transfers Out	46.6M	43.8M	2.8M
Ending Fund Balance	$21.3M	$25.6M	
Net Change in Fund Balance	$(11.5M)	$(7.2M)	$4.3M

MSL

Proprietary Fund – Water and Sewer (Pages 36-39)



	2019	2018
Total Assets & Def Outflows	$311.1M	$265.9M
Total Liabilities & Def Inflows	150.4M	115.0M
Net Position:		
Net Investment in Capital Assets	137.6M	133.3M
Restricted	11.4M	11.2M
Unrestricted	11.6M	6.3M
Total Net Position	$160.6M	$150.8M
Total Operating Revenues	$65.3M	$62.4M
Total Operating Expenses	48.1M	43.9M
Operating Income	$17.2M	$18.5M

MSL

Questions or Comments



Legislation Details (With Text)

File #:	20-352	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/16/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of May 27, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-27-2020 Minutes ADA.pdf Exhibit A-Email from C. Rogers.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2020
Agenda Date: June 24, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of May 27, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of May 27, 2020, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

May 27, 2020

A Regular City Council Meeting was held on Wednesday, May 27, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

A moment of silence was held in observation of Memorial Day.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Kristin Eick	Assistant City Attorney (via phone)
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Abigail Morgan, Assistant City Engineer/Street and Stormwater Manager; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Robert Beach, Chief Information Officer; and LeShawn Hinton, Helpdesk Support Tech.

II. Approval of Agenda And Minutes:

1. Agenda: Regular Meeting of May 27, 2020. (20-290).

2. Minutes: N/A

Mayor Williams announced that the agenda for the regular meeting of May 27, 2020 would need amended to remove Consent Item VI.1.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Agenda as amended for the Regular meeting of May 27, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Dr. Stacie Hawkins-Smith, 2130 Michigan Avenue and the Cocoa Village Playhouse, Cocoa, was happy to see Council in person. She had their Vice Chairman Bob Harmon along with Chris Beavers, her assistant and grant writer with her tonight. She provided an update and thanked Council for their support. To date they have provided about $20,000 in refunds. They have chosen the new date of June 18th to open and have sent the Governor their procedures, seating chart, etc. Additionally, Mr. Beavers was in the process of writing up a state grant and they were hoping to be approved for that. Last year, they scored first in their category. They are holding onto hope that the Governor will allow them to open.

Councilmember Koss asked if they could access any CARES Act dollars to pay salaries. In response, Ms. Hawkins-Smith advised that they were just approved for a PPP loan which will help assist them with payroll through July. Councilmember Koss further asked about refunds and Ms. Hawkins-Smith pointed out that many took vouchers for a future show.

Mr. David Lightholder, 219 Broadview Drive, Cocoa, represents Mango Distributing on Clearlake Drive. Mango Distributing was in the City but surrounded by the County. He mentioned that the drain field went bad and they were told that they would have to hook up to sewer, which could cost $100,000 plus. He explained the issues with the costs and project and he noted that

Mango Distributing was currently paying $2,300 a month in temporary restrooms and have been since October. He had spoken with the previous City Manager and he stated that the City could write a letter to the County. He needed help and asked that a letter be written so that this could be done.

Mayor Williams noted that he and the Interim City Manager had a discussion about this but he does not know all of the details and thought it had been resolved.

Mr. Lightholder advised that they were willing to hook into the sewer if the City would put in lateral to the property.

Further discussion was held on this issue. Staff would meet about it and Mr. Walsh asked that if this was granted that guidelines be set for future requests.

More discussion was held on this and Councilmember Warner clarified that staff was going to work this out and that the issue would be fixed.

Ms. Gemmati read an email into the record from Ms. Candace Rogers[1], a Cocoa resident.

V. Reports:

Ms. Bowman reminded Council that during the Safer at Home order the suspension of water service was done and on June 2nd they would begin to interrupt service for unpaid accounts. Staff has worked diligently to get payment plans set up and there are about 4,000 delinquent accounts. The lobby has been slow since we opened back up but we will probably begin to see more customers.

Ms. Morgan provided an update on the Harrison Street dredging and gave a paving update advising that milling had started on Washington Avenue and paving would start later this week.

Chief Lamm gave a brief update on COVID-19. There are currently 52, 255 positive cases in the state. There have been 2,259 deaths and there are 399 positive cases in Brevard County. In Cocoa there are 68 confirmed positive cases and he reminded everyone that was by zip code, so it is not just City limits. We are continuing to see a downward trend.

He pointed out that last Friday was the first local drive through testing site in Cocoa, with Brevard Health Alliance. In the first hour, sixty-five tests were done.

[1] EXHIBIT A: Email from C. Rogers

He thanked Cocoa PD and Public Works for their help as it was very streamlined. They did a total of 270 tests between 10 am – 3 pm and there were 25-30 walk-ups. This would be done again on Friday, May 29th between 10 am – 3 pm. They hoped to have 250 tests and it may end earlier depending on how many tests they have available.

Chief Lamm mentioned that now they were shifting to hurricane preparedness and they would be meeting with the EOC staff on May 26th.

Ms. Gemmati updated Council on the City Manager recruitment. She advised that 23 resumes have been received from applicants all over the US. They have not yet been reviewed and the position is open until June 12th. An update can be given on June 10th and a decision can be made at that time if they want to stop the recruitment process.

Interim City Manager Fuhrer announced that the City Hall lobby was opened on May 19th along with other City facilities. There have been minimal customers coming in. They expect to see more on Monday of next week and they will begin to re-open Community Services this next Monday but it will be controlled.

Interim City Manager Fuhrer mentioned an email that had been received from Mr. Ed Green, on Riverside Drive and the issue of lien reductions that have been brought to City Council recently.

He explained that on April 22nd this was brought up under reports. Attorney Garganese noted that lien reductions could be brought forward to City Council without going to the Code board. Mr. Green does not agree with that process of not going to the Code Board even in the time of the pandemic.

The intent was because the Board was not meeting for a few months there are issues out there that could be remedied, this would help keep those rolling. The City Attorney replied to Mr. Green's email and explained that the Code Board's responsibility was to just provide a recommendation and the power was essentially that of the City Council.

Councilmember Boisvert asked about the special detail on Prospect and Pineda and if it was being done at the request of the store owner. He further asked if people were being trespassed.

In response, Chief Cantaloupe advised that it was not at the owner's request but was based on calls to that the location and the activity that was occurring. It all seems to have gotten much better.

Deputy Mayor Goins asked about the Dolphin Apartments. Chief Cantaloupe assured him that they were working that area as well and were aware of the issues.

Councilmember Koss announced that on Saturday, June 6 from 9 am until 12 pm there would be a tour of District 4's educational hub. They would be visiting the museum, planetarium, EFSC and the YMCA.

She mentioned that with the audit being completed that staff would have the opportunity to give a future liability analysis. She added that with this crisis she would like Council to have a better idea of what those liabilities are.

Lastly, she spoke in regards to the temporary sign ordinance and that it was last modified in 2009. She noticed some discrepancies in what is being given in candidate packages and in what the ordinance states. She does not want staff to be in a position of having to interpret, implement or get involved in the politics of what the ordinance states. She would like for this ordinance to be brought back to Council.

Councilmember Warner received a phone call from someone wanting to buy a home in the City. The home was renovated and after checking out everything they found that no permits had been pulled. She has also found three other homes in her district with no permits pulled. She asked staff if they could utilize V-Cops or other volunteers and if they could alert the City when they see work going on. She does not expect Code to catch everyone, but this needs to stop. She does not want Cocoa to have the reputation that you can renovate a home in the city without permits.

Deputy Mayor Goins thanked police and fire for assisting with various community events and while sometimes they are last minute events, they are doing an awesome job.

He took a tour of the promenade and despite those that do not like what was being done it looks beautiful and was encouraged by it. He understands that not all will be happy but when the vote happens it is over and Councilmembers make decisions based on their own merit and research. He appreciates Mr. Palmer and all that he has done to ensure that it was being done correctly.

Deputy Mayor Goins spoke about an issue of renters moving out of apartments and then dumping their belongings on the side of the road when they move out. He asked if an ordinance could be done in order to require a dumpster to be on site when it is time to move items out of your home. He would like to see what

other cities around the state are doing in regards to this. Sometimes those belongings sit for months.

He further asked Public Works if they approved a reclaimed water line on Park Drive in the last six or seven years. In response, Mr. Walsh noted that he does not believe that there is reclaimed water in that area.

Deputy Mayor Goins appreciated all for coming and it was great to see everyone.

Mayor Williams thanked State Rep. Tyler Sirois, County Commissioner Lober, Police, Fire, and all other volunteers for the phenomenal job they did at the COVID testing site in Cocoa. He appreciated all who were there.

Mayor Williams thanked Pebbles Catering, Celebration Tabernacle, the REAL Church, and others who are continuing to feed those in need. They do it for 4-6 pm daily or until they run out of food. No questions are asked as it is drive or walk up. There is fresh produce as well as hot meals. To date they have served over 25,000.

He noted that on Memorial Day, he along with the Deputy Mayor, former City Manager Ric Holt, Melissa Martin, and others placed flags on the gravesites of veterans at the Cocoa cemeteries.

Mayor Williams mentioned the house at the east end of Stone Street and just west of US 1. It has been deemed a historical house and he felt that the City should maybe look at partnering with someone to do something with that home. It is a beautiful two-story home.

Mayor Williams further mentioned that he had spoke with the Interim City Manager in regards to trash on Brunson Blvd. There are about five to six piles that need to be picked up. In response, Interim City Manager noted that Public Works had identified about twenty areas that need cleaned up around the City. He agreed that there is a lot of green waste sitting around.

Additionally, Mayor Williams spoke about the property on Rosa L. Jones and understands that there was a development agreement that was never signed and that expired last month. He believes that this should come back to Council before anything further was discussed. There are a lot of developers interested and he felt discussion needed to be held.

Interim City Manager Fuhrer recommended that they allow staff to bring back information on the property, along with a timeline and history of the property. It was City property.

VI. Consent Agenda:

1. ~~To Approve Additional Purchasing Ability up to $100,000 for FY2020 and to Approve Change Order #1 to Purchase Order 75715 with Sunstate Meter Supply for Water Meter Purchases Utilizing the County of Manatee Service Agreement No. 19-R072004BC, Effective August 20, 2019 through August 16, 2021. (20-255). (Utilities Director)~~

    - **This item was removed from the agenda.**

2. Approve the Resolution waiving the competitive bidding process by reason of single source for Tyler Technologies, Inc., approve the Support Agreement, and authorize the City Manager to approve and sign the agreement, the expense contingent on the FY2021 Budget Adoption by City Council. (20-259). (Interim City Manager)

3. Approve the Resolution waiving the competitive bidding process by reason of single source to purchase two (2) Datrium Data Nodes and associated software subscriptions for 7x24 support through BlueAlly Technology Solutions and Approve a Resolution Amending the FY2020 Budget BAF# 20-2070-T. (20-264). (Interim City Manager)

4. Approve Request to Apply for Bullet Proof Vest Grant. (20-267). (Police Chief)

5. Approval to apply for a Firehouse Subs Grant to purchase hydraulic vehicle extrication equipment. (20-272). (Fire Chief)

6. Approval to apply for an AFG - COVID Grant to purchase electrostatic sprayers and disinfectant concentrate. (20-274). (Fire Chief)

7. Approve the Police Department to Apply for the Coronavirus Emergency Supplemental Funding (CESF) Grant. (20-289). (Police Chief)

8. To Approve a Resolution Accepting the Updated Capital Project List and Estimated Costs Associated with the Water and Sewer System Revenue Bonds "Series 2018B New Money Bonds" as Previously Reallocated from the Originally Approved Capital Project List. (20-294). (Finance Director)

9. Approve a third extension for 90 days beyond the date pending litigation is completed for Broadmoor Acres Community Restoration and Preservation, Inc.

(BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 to sell 1115 Broadmoor Drive, subject to BACRAP compliance with applicable conditions set forth in the agreement. (20-292). (Interim City Manager)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

None.

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the residence located at 1803 N Indian River Dr, be reduced to $2,000.00. (20-284). (Police Chief)

Chief Cantaloupe provided a brief history on this item and noted that an inspection was done and the property was in order with no outstanding liens.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss to approve the lien reduction to $2,000.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve the City Attorney to negotiate the terms and conditions of the Purchase Agreement for the property located at 915 School Street and proceed with the closing. (20-101). (Community Services Director)

Ms. Bunt mentioned that at the last meeting she brought forth a list of surplus properties to Council. The property at 915 Stone Street has been an issue for the City and she provided a brief history regarding the property.

She provided options to Council in regards to this item and advised that staff was proposing Option A.

Tim Levensaler, 2260 Sykes Creek Drive, Merritt Island, has several properties in both the City and unincorporated Cocoa. They own and manage 909, 917, and

9191 and would love to acquire this property. They could easily fix the property up within sixty days. He pointed out that the rodent infestation is terrible and they have lost several tenants due to this. They had a company come and treat not only their properties but the whole building. The homelessness and drug activity is also scary to their tenants. He also secured the door to the unit himself. He would immediately put staff to work on this property if approved.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve staff's recommendation.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins asked why the apartments were so separated. Staff noted that they were individually owned.

2. Approve a Resolution Amending the FY2020 Budget, BAF's # 20-065-A, # 20-065-T1 and # 20-065-T2, sweeping expense budgets, to account for the shortfall of General Fund Revenues due to Covid-19, the reduction of General Fund Balance use, and to transfer funds from General Fund Travel Accounts to Public Works Contract Services. (20-241). (Finance Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Council approval to apply for Special Category Historic Preservation Grant through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the historical replacement of exterior windows and doors to the Historic Harry T. Moore Center. (20-260). (Public Works Director)

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

Councilmember Koss asked if all of the openings of the building would be resistant to storms with these upgrades. In response, Ms. Morgan stated it would be exterior windows and doors but she would have to get back to her as to whether or not they were hurricane proof.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. To provide approval for the City to apply for Community Development Block Grant - Mitigation (CDBG-MIT) Program funds for the Fiske & Broadmoor Acres Drainage and Roadway Improvements Project, the Aurora Street Ditch Piping and Road Improvements project, the Indian River Drive Slope Stabilization Project, and the Provost Park Parking Lot Project. (20-285). (Public Works Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

In response to a question regarding property insurance posed by Councilmember Koss, Interim City Manager Fuhrer spoke in detail about FEMA and insurance issues for the property she was referring to on Indian River Drive.

5. Authorize the City Manager to execute multiple Interlocal Cost Share Agreements known as: Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Numbers: SOIRL 20-124, 20-125, 20-129 as modified by the City Attorney. (20-286). (Public Works Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Council authorization to apply for a Small Matching Historic Preservation Grant with the Florida Department of State, Division of Historic Resources for cultural engagement and educational resources for the Historic Cocoa Junior High School (Leon and Jewel Collins Museum of African American History and Culture). Approve a Resolution dedicating the total match for the project if the grant is awarded. (20-288). (Community Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

7. Approval of a multi-year Purchase Agreement with Mobley II Enterprises LLC, 815 Brevard Ave, Cocoa, FL 32922, ITB No. QT-20-02-COC, for multi-year lawn abatement services effective June 1, 2020 for a period of three (3) years with two (2) optional year renewals. (20-246). (Police Chief)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve the Resolution waiving the competitive bidding process by reason of single source vendor for a five (5) year multi- year term contract between the City of Cocoa and Tyler Technologies, Inc. providing a service agreement supporting the Brazos software subscription with PDA and Printer for six (6) users along with software and hardware maintenance. Approve a Resolution Amending the FY2020 Budget and the related Budget Adjustment Form #20-049-T and authorize the City Manager to approve and sign the agreement. (20-261). (Interim City Manager)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins asked if cameras could be put up in the park sooner than later. This has been requested for almost two years and cameras need to be done before any updates. In response, Interim City Manager Fuhrer advised they have spoken with two different providers and are in the process of getting costs.

X. Informational Agenda:

1. Walmart Ad Valorem Tax Abatement - Fiscal Year 2020. (20-210). (Community Services Director)

   Councilmember Koss asked how many employees have been hired at Walmart from Cocoa. In response, Interim City Manager Fuhrer explained that as a part of the initial agreement they would offer positions to Cocoa residents first. They worked with CareerSource and attended job fairs in order to recruit. They have not seen their latest numbers with the exact count, but the last numbers received showed they had ten Cocoa residents as employees.

   Councilmember Koss requested to see the numbers as they were not included in the report.

2. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 04/30/2020. (20-243). (Purchasing Manager)

3. Fire Incident Summary Report for the month of April, 2020. (20-271). (Fire Chief)

4. FY 2020 Budget Adjustment Report. (20-277). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-279). (Finance Director)

6. Data showing the relation between the estimated and actual income and expenses to date. (20-280). (Finance Director)

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of May 27, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:47 p.m.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

From: Samantha Senger
To: Carie Shealy
Subject: FW: Community Input Ignored
Date: Wednesday, May 27, 2020 4:12:29 PM

Tammy will be reading this at the meeting tonight.

Samantha Senger, APR, APIO
Assistant to the City Manager and
Public Relations Specialist
City of Cocoa
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
www.cocoafl.org

From: Candace Rogers <flrogers@gmail.com>
Sent: Wednesday, May 27, 2020 3:44 PM
To: Samantha Senger <ssenger@cocoafl.org>
Subject: Community Input Ignored

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Samantha, Please read for me under delegation at tonight's city council meeting. Thank you.

> May 27, 2020

> Good evening Mayor, City Council and City Manager

> Nothing angers people more than to ask them to participate, to give their time and effort to develop a plan at a cost of $40 thousand dollars; then ignore what they ask for and push another structure even if it cost considerably more. The direction from the resident's input was, "More transparent, connected relationship between the promenade, boardwalk and waters edge." The workshop determined that a stainless steel cable railing system would be favored; preserving the water view while still providing safety and airflow. It would provide transparency, resiliency, low maintenance, and achieve the views at the water's edge as requested. This was the majority of the resident's desire based on the workshop and memorialized in the 2018 Updated Waterfront Master Plan. It was the collective plan of the majority in attendance based on input.
>
> It seems simple enough to understand the desired direction, but here we are with a wall that separates the public three feet away from the water. You can no longer lean against a rail and look into the water to watch fish, turtles, and other interesting creatures. The Brevard Zoo suggested oyster mats

along the length of the seawall edge to encourage a juvenile fish nursery. This would have delighted children and adults alike for free and encourage a relationship with the water. The oyster mats would have also been a natural water filter for the IRL and help disperse and reduce the water-energy when pushed by strong winds against the seawall.

It is not a matter of the wall being pretty or a failure of communication by the people. It was a failure to execute the plan as stated and the process in which it occurred. Yes, ISS gave a rather sterile and unimaginative presentation of the promenade concept. A council person gave a slide show of what they desired, an 18" kneewall. No presentation was given of various cable and rail designs as used commonly in port cities. It would have only taken a quick google search to find them. Ms. Warner advised the council to state what the structure would be to meet the FEMA deadline and then work out the design later. This option was rejected. ISS was directed to come back with concepts showing landscaping, planters, and an 18" seawall.

Because the selection was now in conflict with the waterfront plan and did not meet code, I wrote and asked for this to be open for public comment. The ISS plans were by no means the best we could do. Asking the city to leverage citizen participation to formulate a plan that would support the spirit of the Waterfront Master Plan would have brought forward the best ideas and maintained the process of community input. This did not happen. Shutting down or changing the process comes at what price? Perhaps the additional $150 thousand dollars spent on the kneewall to meet code and make the structure more resilient could have been used for needed competitive city salaries, security cameras, or numerous other community needs. Perhaps the monies could have been used to offset the $191 thousand dollar cost to repair the severed seawall ties discovered after construction began. But the greatest cost of all was the loss of faith of the residents in their local government to carry out the desires of the waterfront plan based on community input. When the process of community input is ignored or changed, so goes the results, community faith and good governance.

In short, after the city asked the residents to work with a consultant for a year on their own time, for free, to develop a plan the city and the consultant thought was good and memorialized in the Updated Master Waterfront Plan, along comes a council member who does not like it and makes changes so it is what they want; even if it is going to add $150 thousand dollars to the cost. A cost that is paid by the resident's tax dollars. As a resident, how would you feel?

Sincerely,
Candace Rogers
Cocoa Village Neighborhood Coalition
93 Delannoy Ave.
321.305.5029

Legislation Details (With Text)

File #:	20-347	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/15/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Presentation by Representative Tyler Sirois to Officer Rhoades and K9 Bear. (Rep. Sirois)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	20-345	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/12/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Citizens Academy Class 1 Graduation. (Assistant to the City Manager/Public Information Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	20-255	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/4/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sunstate PO 75715.pdf Sunstate COI Exp 1-1-21 .pdf Cocoa - 2020 Neptune R900 System Nature Letter.pdf Cocoa - 2020 Sunstate-Neptune Sole Source Letter.pdf Cocoa - 2020 Cover Letter - Neptune Pricing 5-28-20.pdf Cocoa-2020 Sunstate Meter-Neptune Product Price List 5-28-20.pdf Sunstate Sole Source Resolution.pdf ECP-SUNSTATE METER-UT-WFO.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2020
Agenda Date: June 24, 2020
Prepared By: Melinda Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20

BACKGROUND:

The City currently uses Neptune water meters and related hardware in the utility infrastructure. The City previously piggybacked off of a Manatee County contract for the purchase of the meters. It has been determined that the City is no longer able to utilize the Manatee County piggyback contract that was previously used. Sunstate Meter & Supply, Inc. is the only authorized dealer of Neptune meters and related hardware in the state of Florida. Staff was able to negotiate a beneficial pricing structure for purchase of water meters from Sunstate Meter & Supply that will be in effect through August 16, 2021. When the City implements a comprehensive meter replacement program, a competitive

selection of water meters will take place. Until such time (or if another Neptune dealer is authorized by the manufacturer), purchase of Neptune water meters and related hardware will continue to be sole source purchases.

On November 13, 2019, City Council approved a blanket purchase order with Sunstate Meter & Supply, Inc. for water meter purchases up to the budgeted amount of $750,000. Due to the quantity of meters/registers withdrawn from the warehouse to support the radio read meter installation program, purchases have exceeded the approved amount. Since additional budget is required for the remainder of the fiscal year and the City is longer able to use the Manatee County contract, a new sole source purchase order in the amount of $300,000 is required for the remainder of FY20

Staff is requesting approval to purchase up to an additional $300,000 in water meters and related parts from Sunstate Meter & Supply for FY20.

The meters will be purchased through the City's warehouse and held in inventory until they are installed. Ultimately, the meters will be expensed to the WFO Repairs and Maintenance Account No. 421-4025-536.46-00 when they are issued out of inventory.

Staff recommends approval of this sole source purchase order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$300,000
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from Sunstate Meter and Supply, Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune potable water meters from Sunstate Meter and Supply, Inc., Newberry, Florida.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement for the purchase of ¾"-2" water meters utilizing the Manatee County, Florida, service agreement, which was awarded to Sunstate Meter and Supply, Inc., a Florida corporation, (and its subcontractor Neptune Technology Group, Inc.) on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc. (and its subcontractor Neptune Technology Group, Inc.) utilizing the Manatee County Service Agreement #T4000065 for the purchase of three-quarter-inch (3/4”) to two-inch (2”) water meters.

On November 28, 2018, City Council approved participation in a cooperative purchase agreement with Sunstate Meter and Supply, Inc. for water meter purchases utilizing the Manatee County Service Agreement IFAS #T400065, effective August 17, 2014 through August 16, 2019.

On June 26, 2019, City Council approved additional purchasing ability up to $200,000 for FY 2019 and approved Change Order #1 to Purchase Order No. 74016 with Sunstate Meter & Supply, Inc. utilizing the Manatee County Agreement IFAS #T400065A, effective August 17, 2014 through August 16, 2019.

On November 13, 2019, City Council approved participation in a cooperative purchase agreement with Sunstate Meter & Supply, Inc. for water meter purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20

powered by Legistar™

BLANKET ORDER

PAGE 1

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75715
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 78
VENDOR FAX NO.: 352-332-5604
VENDOR PH NO.: 800-342-3409

DATE
DATE REQUIRED 11/21/2019
9/30/2020

SUNSTATE METER & SUPPLY INC
14001 WEST NEWBERRY ROAD
ACCT #100135
NEWBERRY FL 32669

DELIVER TO:

City of Cocoa
CENTRAL WAREHOUSE
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000086044
MELINDA - WFO

F.O.B.
COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			**** ATTN: JEFF KIMBROUGH *****		
			METER INVENTORY PURCHASES AND RELATED EQUIPMENT		
			EFFECTIVE DATE: 11/13/2019		
			EXPIRATION DATE: 9/30/2020		
			NOT TO EXCEED		750000.00
			REMARKS:		
			MANATEE COUNTY SERVICE AGREEMENT NO. 19-R072004CB; EFFECTIVE 08/20/19 THROUGH 08/19/21 APPROVED BY CITY COUNCIL ON 11/13/19, ITEM V.4, FILE 19-499		
			ACCOUNT NUMBER AMOUNT		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

SUNSMET-01 TJOHNSON3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2020

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

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

PRODUCER	CONTACT NAME:	
Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Indemnity Company	19496
INSURER B : Transportation Insurance Company	20494
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sunstate Meter & Supply Co, Inc .
14001 W Newberry Rd
Newberry, FL 32669

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			60511489	1/1/2020	1/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			60511489	1/1/2020	1/1/2021	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WC211566435	9/21/2019	9/21/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NEPTUNE
TECHNOLOGY GROUP

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

The purpose of this letter is to inform you of the proprietary nature of Neptune's meter reading products. The R900 transmits in the 910-920 unlicensed frequency band via a proprietary protocol. This protocol is unique to Neptune and can only be interpreted and read by the receiver technology utilized in the Neptune Ranger handheld, Belt ClipTransceiver, MRX920 mobile data collector, and R900 Gateway fixed network data collector. Only products purchased from Neptune are compatible with the water R900 transmitters deployed throughout your system.

Maintaining proprietary communications between the R900 and our data collection devices allows us to (1) ensure that the system performs to your expectations, (2) ensure that your utility can utilize new features rolled out in our software which are hardware dependent, and (3) ensure that we can provide your utility with prompt and knowledgeable customer support.

I hope that this answers all of your questions. I want to thank you for being a valued Neptune customer. If you have any additional questions then please do not hesitate to let me know.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

Neptune Technology Group, Inc.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

Please note that Sunstate Meter and Supply, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

SUNSTATE METER
& SUPPLY, INC.

May 28, 2020

Mr. Chris Collier
Assistant Utilities Director
City of Cocoa Utilities
Email: ccollier@cocoafl.org
Phone: 321-433-8825

RE: Neptune Product Pricing

Mr. Collier,

I have attached the requested Neptune Products Price List for your review.

The listed pricing includes all of the Neptune metering products, accessories, electronic reading equipment, and system software utilized by the City of Cocoa.

The initial term of this pricing will be valid through August 16, 2021. However, three optional one-year extensions can be offered at the end of each term upon price review and possible price adjustment. Any additional extension terms must be agreed upon by mutual consent of both parties.

We appreciate the City of Cocoa's continued interest in the Neptune products we represent and look forward to meeting your water metering needs in the future. Please feel free to contact me if you have any questions or if I can be of any further service.

Respectfully submitted,
Jeff Kimbrough
Director of Sales
Sunstate Meter & Supply, Inc.
Email: jeff@kimbroughsales.com
Phone: 352-516-9791

CC: Keith Ellenburg - President
Karen Whittle - Contracts Specialist

Attachments

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

RESOLUTION NO. 2020-170

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 24th day of June, 2020.

ATTEST: JAKE WILLIAMS, JR., MAYOR

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT "A"

To Resolution No. 2020-170

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Neptune meters and related parts from Sunstate Meter and Supply, Inc., 14001 W. Newberry Road, Newberry, FL.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

Matthew Fuhrer, Interim City Manager

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8624776&GUID=EACD241A-1293-42F5-896A-74EFED10D5F7* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	20-296	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/28/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Reso.pdf Ring Power Quote .pdf SS Letter - Ring Power 19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2020
Agenda Date: June 24, 2020
Prepared By: Sean B. McFarland, Water Plant Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director

Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant

BACKGROUND:

The Dyal Water Treatment Plant (WTP) has two (2) backup emergency generators that produce electric power for the plant in the event of a commercial power loss from Duke Energy.

On September 4, 2019, the Dyal WTP experienced an overheating and a failure (without warning) of the aftercooler on Generator #2. Fortunately, this issue was discovered before a total failure of the generator occurred. An emergency Purchase Order (75118) was authorized on September 6, 2019, and the repairs to the generator commenced. During the repair, it was discovered that additional damage occurred due to the overheating, and an additional $14,295.04 was authorized.

Due to the fact that both generators are the same age and model, and that we are currently in hurricane season, the Dyal WTP staff is concerned that the type of failure that occurred in September

2019 could occur with the remaining generator (Generator #1). Given the importance of the backup generators, staff is requesting that the same aftercooler overhaul that was performed on Generator #2 be performed on Generator #1. Performing this critical overhaul will ensure the continued efficient operation of the generator thus providing power redundancy during a power outage or storm event, and will prevent additional costly repairs resulting from a catastrophic aftercooler failure.

City staff requests approval of the sole source purchase order to complete the recommended proactive repairs to Generator #1.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$91,484.11
Account Number	421-4020-536.46-00, DY20GN
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On November 13, 2019, City Council Authorized the City Manager to Approve a FY20 Purchase Order (After-the-Fact) to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repairs (Generator #2) for the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant.

RESOLUTION NO. 2020-169

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this June 24, 2020.

ATTEST: JAKE WILLIAMS, JR., MAYOR

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT "A"

To Resolution No. 2020-169

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Top End Rebuild for Generator Set #1 from Ring Power, Palm Bay, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

Matthew Fuhrer, Interim City Manager

Ring Power CAT

Power Systems Division

SULLAIR

OLYMPIAN™ GENERATORS

CAT Power Systems

ST. AUGUSTINE	OCALA	PALM BAY	ORLANDO	TALLAHASSEE	TAMPA
500 World Commerce Parkway	6202 North US 301	415 Comm. College Pkwy SE	9901 Ringhaver Dr.	32000 Blue Star Hwy	10421 Fern Hill Dr.
St. Augustine, FL 32092	Ocala, FL 34475	Palm Bay, FL 32909	Orlando, FL 32824	Tallahassee, FL 32343	Riverview, FL 33578
904-737-7730	**352-732-4600**	**321-952-3001**	**407-855-6195**	**850-562-1622**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

Customer: CITY OF COCOA DYAL PLANT

Address: 28400 FL-520

city, state, zip: CHRISTMAS, FL 32709

ATTN: TIM DYAR 321-698-1707

Date: 06/05/20
REFERENCE: GENERATOR 1
Estimate on Model: 3516
Serial Number: 25Z02383
Terms: 0
QUOTE #: 0

DESCRIPTION OF MATERIAL	*UNIT PRICE*	*EXTENSION*
Ring Power Systems is pleased to offer the following estimate for your consideration.		
Scope of Work:		
TRAVEL TO UNIT AT THE COCOA DYAL PLANT. ONCE ON SITE CHECK IN WITH SITE CONTACT AND LOCK UNIT OUT FOR REPAIRS. CUSTOMER WILL BE REQUIRED TO DRAIN ENGINE COOLANT.		
REMOVE AFTERCOOLER AND HAVE SENT OFF TO BE PRESSURE CHECKED AND CLEANED		
REMOVE ALL 16 CYLINDER HEADS. REMOVE LIFTER AND INSPECT FOR REUSE.		
CLEAN ALL MATING SURFACES OF OLD GASKET MATERIAL AND O-RINGS		
INSTALL NEW SPRING CLIPS ON THE LIFTERS AND INSTALL OLD LIFTERS INTO REMANUFACTURED CYLINDER HEADS. INSTALL REMAN CYLINDER HEADS WITH ALL NEW GASKETS AND O-RINGS		
INSTALL 16 REMANUFACTURED INJECTORS		
ADJUST VALVE LASH , INJECTOR TIMING, AND RACK TIMING TO SPEC.		
INSTALL NEW AIR FILTERS		
START UNIT UP AND LET UNIT RUN TO CHECK FOR LEAKS. IF AT ALL POSSIBLE, RUN UNIT ON BUILDING LOAD.		
CLEAN UP WORK AREA.		
0		
CYLINER HEADS WILL BE PAINTED "CAT YELLOW" BY PALM BAY PAINT SHOP		
ANY PARTS THAT DO NOT PASS THE REUSE GUIDLINES WILL HAVE TO BE REPLACED, A QUOTE WILL BE PROVIDED TO REPLACE ANY PARTS THAT DO NOT PASS REUSE GUIDLINE		
0		
0		
0		
0		
0		
P.O.# _____ (if required)		
TOTAL ALL STATE AND FEDERAL TAX NOT APPLIED TO TOTAL		**$91,484.11**

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **P.BONN** **PALM BAY** **321-952-3001**

TERMS:

If you should have any questions, comments or would like to schedule this repair, please contact the above personnel.

CATERPILLAR®

Caterpillar Inc.

100 NE Adams Street
Peoria, IL 61629-1245

January 6, 2019

Attn: Ring Power Client

I have been asked by Ring Power to address who has Caterpillar Sales and Service coverage responsibilities for the North and Central Florida. The Caterpillar authorized dealer for this area is Ring Power Systems. Ring Power is the only agent authorized by Caterpillar to provide service for all your Caterpillar/Olympian Electric Power products needs.

Regards,

Lyle Kesler
Southeast Region
EP Product Support Manager
Electric Power North America

Legislation Details (With Text)

File #:	20-333	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/8/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4337-232-R - Contract for Execution (04-23-2020).pdf Internal Grant Application Lift Station 1 Grant.pdf Budget Resolution FY 2020.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2020
Agenda Date: June 24, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A.

BACKGROUND:

In 2018 the City submitted applications for three projects under the FEMA Hazard Mitigation Grant Program with funding associated with Hurricane Irma.

Out of the three projects submitted, the Replacement of Lift Station #1 was selected for funding. The estimated construction cost for the project is $844,000 with FEMA obligating $632,970 under this contract.

Lift Station 1 is located just feet from the Indian River Lagoon with finished elevations well below the lagoon and flood surface. It serves approximately 700 customers. During Hurricanes Matthew and

Irma, influent flooded the dry well which housed electronics, pumps and associated equipment required for normal operations. This lift station does not have a generator and during relief efforts a portable generator has to be parked in the street in order to provide power. It will be demolished and replaced with a submersible pumping system incorporated in the wet well which will eliminate the need for confined space entry and improve worker safety as the pumps will be accessible via slide rail system. The scope also includes the addition of an emergency generator.

Staff is recommending authorizing the Interim City Manager to execute this agreement.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

This project is budgeted as a Capital Improvement Project in FY2021, however the Grant has been awarded in FY20. This Budget Amendment Form is to accept the revenue and provide budget for the 25% of the City's grant match. This budget and project will be rolled into FY21, pending City Council Approval.

BAF #20-078-A

Revenue
Account Name: FDEM 4337-232-R LS #1
Account Number: 421-0000-331.30-02 (GR2102)
Amount: $632,970

Account Name: Fund Balance Reserves
Account Number: 421-0000-389.99-50
Amount: $210,990

Expense

Account Name: Infrastructure
Account Number: 421-4055-536.63-06 (GR2102)
Amount: $843,960

PREVIOUS ACTION:

On October 23, 2019, City Council approved a resolution authorizing the City Manager to Execute FEMA Hazard Mitigation Grant Applications through the Hazard Mitigation Grant Program - Hurricane Irma FEMA 4337-DR-FL for Drainage Projects - Fiske Blvd. and Broadmoor Acres, and for Utilities Project - Reconstruct Lift Station #1.

RECOMMENDED MOTION:

Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget Accepting the Grant Revenue, and 25% City Match, from Fund Balance Reserves, BAF#20-078-A.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Cocoa
PROJECT #:	4337-232-R
PROJECT TITLE:	City of Cocoa, Cocoa Lift Station 1, Utility Mitigation
CONTRACT #:	H0477
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Katherine Ennis, P.E., Deputy Utilities Director, City of Cocoa

Enclosed is your copy of the proposed contract/modification between the City of Cocoa and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Two (2) Copies printed for Approval
☐	Printed Single-sided (*If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature*)
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative (*blue ink*)
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I – Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (N/A for Modifications)
☐	Two signed and dated Originals mailed to FDEM – Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Attention – Grant Specialist – Tracy O'Dell

If you have any questions regarding this contract, or who is authorized to sign it. Please contact your Project Manager at 850-815-4578 or via email at Renee.Singh@em.myflorida.com.

Agreement Number: **H0477**

Project Number: **4337-232-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Cocoa
Sub-Recipient's unique entity identifier:	596000292
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 25, 2020
Subaward Period of Performance Start and End Date:	Upon execution through May 31, 2022
Amount of Federal Funds Obligated by this Agreement:	$632,970.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$632,970.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$632,970.00
Federal award project description (see FFATA):	Utility Mitigation – Cocoa Lift Station 1
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the **City of Cocoa**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809
Telephone: 850-815-4578
Email: Renee.Singh@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Katherine Ennis, P.E.
Deputy Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922
Telephone: 321-433-8722
Email: kennis@cocoafl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **May 31, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$632,970.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of

submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the

Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-

Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless

against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321

("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted

or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this

offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of

a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Cocoa

By:_____

Name and title: _____

Date:_____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Jared Moskowitz, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **$ 632,970.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generator for Critical Facilities
   - Utility Mitigation
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to Lift Station #1 in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-232-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to Lift Station #1 located in Cocoa, Florida 32922. Coordinates (28.349788, -80.722898).

The proposed scope of work shall include demolishing and replacing the existing lift station with a submersible pumping system incorporated in the wet well. This shall eliminate the need for confined space entry, improving worker safety. The proposal shall also include the purchase and installation of a 25 kW generator and transfer switch.

The generator and the pump station shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

   d) Letter of Completion:

      1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

      2. Certifying Compliance with all applicable codes.

   e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection and implementing measures to improve Lift Station #1 located in Cocoa, Brevard County, Florida 32922.

The generator and the pump station shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements.

Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations. Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
7) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources

and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting which protective option they have selected.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

6) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

9) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting which protective option they have selected.

   Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

10) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources

and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

This is FEMA project number **4337-232-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 25, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
State/Local Inspections:	3	Months
Closeout:	3	Months
Total Period of Performance:	**27**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$799,000.00	$599,250.00	$199,750.00
Labor:	$0.00	$0.00	$0.00
Fees:	$44,960.00	$33,720.00	$11,240.00
Initial Agreement Amount:	**$843,960.00**	**$632,970.00**	**$210,990.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$843,960.00**	**$632,970.00**	**$210,990.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary

Federal Share:	$632,970.00	(75.00%)
Non-Federal Share:	$210,990.00	(25.00%)
Total Project Cost:	**$843,960.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Cocoa

REMIT ADDRESS: _____

CITY: Cocoa STATE: Florida ZIP CODE: 32922

PROJECT TYPE: Utility Mitigation PROJECT #: 4337-232-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0477

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Cocoa PAYMENT #:

PROJECT TYPE: Utility Mitigation PROJECT #: 4337-232-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0477

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Cocoa

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.*

SUB-RECIPIENT: City of Cocoa **PROJECT #:** 4337-232-R
PROJECT TYPE: Utility Mitigation **CONTRACT #:** H0477
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

Target Dates:
Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cocoa
Sub-Recipient's Name

H0477
DEM Contract Number

4337-232-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-232-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 632,970.00

OBLIGATION/ACTION DATE: February 25, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 079195608

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to Lift Station #1 located in Cocoa, Florida 32922. Coordinates (28.349788, -80.722898).

The proposed scope of work shall include demolishing and replacing the existing lift station with a submersible pumping system incorporated in the wet well. This shall eliminate the need for confined space entry, improving worker safety. The proposal shall also include the purchase and installation of a 25 kW generator and transfer switch.

The generator and the pump station shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Utilities	**DIVISION: UT Admin**
POINT OF CONTACT: Katherine Ennis	**PROJECT MANAGER: Katherine Ennis**
NAME OF GRANT: City of Cocoa, Cocoa Lift Station 1, Utility Mitigation	
CFDA#/CFSA#: 97.039	**DATE DEPT. RECEIVED RFP:**
AMOUNT REQUESTED: $ 632,970	**GRANT DUE DATE: August 6, 2018**
PROJECT DESCRIPTION: **Mitigation program will enable the replacement of Lift Station 1 with a submersible pumping system incorporated into the wet well. A 25kW generator and transfer switch will also be installed. These new installs will be protected against 500 year flood events and wind events through additional mitigation components.**	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL: 08/28/2018**
MATCH REQUIRED: YES **(IF YES, HOW MUCH :) $ 211,030**	**MATCH BUDGETED: Yes, in the proposed FY21 CIP**
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT: Upon Completion**
Expense Account Number(s) to be used:	
WHAT ARE THE REPORTING REQUIREMENTS? 1. **Quarterly reports for each quarter of the program and a closeout report.**	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN: The department already submitted and received notification of selection by the grant agency.	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director	6/12/2020 Date
Grants Administrator	6/12/20 Date
Deputy Finance Director	6/12/20 Date
Finance Director	6/12/20 Date
City Manager	6-15-2020 Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Council gave permission to submit the application for the grant on 08/28/2018. On April 23, 2020 staff received notification from the grant agency that we had been selected and sent a contract for execution. The request to authorize the execution of the Contract is scheduled for the June 28, 2020 council meeting.

Legislation Details (With Text)

File #:	20-337	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/9/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Pass on First Reading Ordinance No. 06-2020: Amending permitted locations for self-service storage facilities and amending the definition thereof. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2020 Self-Service Storage Facilities v2.pdf Store Space Cocoa Text Amend Application.pdf Legal Ad Proof - FT-GCI0430040-01.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2020
Agenda Date: June 24, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading Ordinance No. 06-2020; amending permitted locations for self-service storage facilities and amending the definition thereof.

BACKGROUND:

The Applicant has proposed a change to the city code related to self-service storage facility use. They represent a client with an existing self-storage business within the city wishing to expand. Because of inconsistencies within the existing city code, the applicant's client is unable to move forward and has requested staff's help to modify the code. A review of how the use is treated in different areas of the code has highlighted the need to make some modifications. The City desires to simplify and clarify the code descriptions of self-service storage facilities, also referred to in the code as "personal storage," "personal storage warehouses," or "mini-warehouses." Therefore, the following changes are proposed by this ordinance:

- Amendment of the conditions for self-service storage facilities under the C-R (Restricted Commercial) and C-G (General Commercial) zoning districts, where such facilities require special exception approval.

- Addition of the use as a principal use under the C-W (Wholesale Commercial) zoning district,

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with conditions.

- Removal of the use “personal storage” and “personal storage warehouses” from the CBD (Central Business District) and the M-2 (Manufacturing and Industrial) zoning districts, respectively.

- Amendment to the definition of a “personal storage warehouse” and retitling the use as a “self-service storage facility,” which will be a consistently used term for all zoning code references to this use.

- Amendment to the parking regulations for “storage facilities” to provide a consistent parking requirement for the self-service storage facility use in all zoning districts.

Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The proposed changes will provide consistency for the use throughout the city, eliminate confusion and provide greater stability for the business sector. At the present time, the use is described in different language in several zoning districts causing confusion for both staff and the public. In addition, the parking standards related to storage uses a different term. Also compounding the problem, the parking standard for this use under the C-G zoning district regulations differs from the general parking regulations for the use with no apparent purpose.

The use of “personal storage” is included under the CBD (Central Business District) zoning district, and the use of “personal storage warehouses” is included as a principle use under the M-2 (Manufacturing and Industrial) zoning district. However, the use is not included under the zoning definitions and causes confusion as to the intent. Moreover, it is proposed by this ordinance to remove the use from both zoning districts as being incompatible with the district intent of each district.

The C-W (Wholesale Commercial) zoning district does not currently allow self-service storage or mini -warehouse use in the zoning district. However, the district is “intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region”. Among the principal uses listed in the district are “warehousing and wholesaling in enclosed structures”. It is felt therefore that the inclusion of self-service storage facilities in this district will be compatible with the surrounding uses and intent of the

district.

The applicable conditions for self-service storage facilities have been modified relating to required parking spaces, setbacks and screening, landscaping, and outdoor parking and storage for major recreational equipment. The proposed revised conditions will be consistent for all zoning districts where the use is permitted. Of note, rather than requiring use-specific setbacks and a landscaping buffer, self-service storage facilities abutting residentially-zoned property will need to be screened by an opaque fence or wall at least six feet in height. Landscape buffers shall be required along all rights-of-way rather than the rear and side lot lines. Outdoor storage of major recreational equipment at self-service storage facilities was previously not permitted but will now be allowed upon meeting certain conditions. The area designated for outdoor storage of major recreational equipment must be screened from view on all sides visible from rights-of-way or adjoining property by either a solid wall or opaque fence at least 10 feet in height. State law provides that recreational-type vehicles cannot exceed 13.5 feet in height.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:

GOAL 1.1: Create and maintain a broad range of land use 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 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Policy 1.1.5.1: More intense development such as commercial, mixed-use and industrial uses shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low-scale professional offices or medium density residential development. In the absence of transitional land uses, potential adverse impacts to surrounding residential should be mitigated through the use of:

A. Buffer areas that will provide a separation between commercial and single-family residential structures;
B. Landscaping and/or trees separating the commercial and residential land use; and
C. Walls and/or opaque vegetative screens separating the commercial and single-family residential land use.

Policy 1.1.5.3: The City’s land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Policy 2.1.15.3: The City shall update parking standards to minimize the amount of surface parking through the establishment of maximum parking standards and shared and co-located parking.

Recommendation by the Planning & Zoning Board

Personal Vehicle Parking

During the Planning & Zoning Board meeting of June 16, 2020, there was discussion concerning the parking of personal and commercial vehicles in a self-service storage facility. The applicant had requested the board to consider allowing the parking of personal vehicles (cars and trucks) in addition to outsized personal recreational vehicles (RV’s and boats) in a self-service storage facility. Staff had previously discussed this request with the applicant prior to drafting the ordinance and is not in support of adding personal vehicles to the ordinance for three reasons:

1) The primary purpose of a self-service storage facility is the storage of personal belongings. The intent of the ordinance change to allow outside storage in conjunction with a self-service storage facility is to provide for personal recreation vehicles that are too large to be accommodated within the typical garage sized storage unit of such facility. A car or truck however can be stored within such a unit so outdoor space is not necessary.

2) The storage of personal automobiles and commercial vehicles is a type of use already provided for under the M-2 (Manufacturing and Industrial) zoning district as follows:

> *(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII Sec 5 of the Code of the City of Cocoa.*

Based on the above, the code already provides the means for the storage of personal, as well as commercial, vehicles within the City.

3) Allowing the storage of personal cars and trucks in a self-service storage facility, without adding additional safeguards to the ordinance, would open the door to the creation of a commercial vehicle yard or a towing/impounding yard. Without a size limitation in the code a business with a sizable parcel could build a couple of storage bays on 10% of the land and turn the remaining 80% into vehicle storage surrounded by a thirteen foot wall/fence. While this is a suitable land use in an industrial area and the reason the use is already allowed in the M-2 district, it is not a compatible use in a district in close proximity to residential uses or along the city's main thoroughfares where many of our existing self service storage facilities are presently located. Additional research and language would be needed in order to create safeguards to limit the potential of this happening.

Commercial Vehicle Parking

A larger issue, that of the parking of commercial vehicles in residential neighborhoods, was also discussed during the meeting in conjunction with the proposed ordinance. The zoning code provides the following definition of a commercial vehicle:

> *COMMERCIAL VEHICLES AND HEAVY EQUIPMENT. Commercial, industrial or agricultural vehicles, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon the roads of the state, specifically including, but not limited to: semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll-back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes.*

The definition of commercial vehicles provided in the City Code, Appendix A. Zoning, Article IV listed above applies to zoning topics covered by the Appendix. Parking in residential areas or on streets is governed by the City Code, Chapter 20, Traffic, Article 2 Stopping, Standing and Parking, Division 1, Section 20-58 Parking buses, large trucks in residential areas or on streets:

> *(a) It is hereby declared unlawful for any individual to park, cause to be parked, or allow to be parked any semitrailer truck or any other truck or bus greater than one (1) ton capacity for a longer period than fifteen (15) minutes in any residential area of the city, or the public streets or rights-of-way thereof, as defined on the master zoning map of the city which is on file in the office of the city clerk, unless the actual loading or unloading of such vehicle is involved and in progress, or unless a permit is secured from the city for the parking of such vehicle.*

Residential streets are not commercial corridors and therefore they are not constructed to withstand the weight of large trucks or vehicles. Excessive or highly repetitive heavy vehicle traffic will cause a breakdown of the roadbed, shortening the life of the pavement and increasing costs to the City for repair or replacement. For this reason, the Code limits their use on residential streets.

The definition above does not include vehicles such as painter's vans, small cars belonging a cleaning service or insect repellant business, taxicabs, pickup trucks used by contractors or lawn care business owners with trailers of mowers and other related equipment.

Under Appendix A. Zoning, Article XIII, Section 17, a home based business is prohibited from exterior storage of materials or parking of business vehicles anywhere except the driveway or garage. The code does not prohibit the parking of a commercial vehicle in a residential area, except as defined in Sec. 20-58 above.

Some Planning & Zoning Board members felt that a commercial vehicle was best defined as one that is over a specific weight limit. Some felt that a commercial vehicle was one which actively advertised a business use. Whether there is a city wide issue based on the current definition of a commercial vehicle would need further study. Any proposed change will need to address the esthetic root of the perception of a commercial vehicle parked in a residential area while also considering the economic impact to those residents, some of whom may not have any means of transportation except the company vehicle they drive.

Because of the complexity of the commercial parking issue, it is staff's recommendation to Council that if they feel the topic needs to be addressed that it be done separately from the self-service storage facility ordinance.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board made the following recommendation at its meeting on June 16, 2020:

"Recommend approval to the city council of ordinance no. 06-2020 providing for the amendments permitting locations for self-service storage facilities and further amending regulations related to this issue and to review the verbiage for recreational vehicles and commercial vehicles and to add this to the ordinance."

RECOMMENDED MOTION:
Pass on first reading Ordinance No. 06-2020; amending permitted locations for self-service storage facilities and amending the definition thereof..

ORDINANCE NO. 06-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO AMEND PERMITTED LOCATIONS FOR SELF-SERVICE STORAGE FACILITIES AND FURTHER AMENDING REGULATIONS RELATED TO THIS USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City's Zoning Code provides for the location of self-service storage facilities, using various terms such as "personal storage," "personal storage warehouses," or "mini-warehouses"; and

WHEREAS, the City Council desires to amend the Zoning Code to alter the permitted locations for self-service storage facilities and to provide additional regulations relating parking, outdoor storage of major recreational equipment, and landscaping as provided further herein; and

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

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

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

Section 2. **Code Amendment.** Appendix A, Zoning, Articles V, XI, and XII of the Code of Ordinances, City of Cocoa, Florida, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in these Articles. It is intended that the text in these Articles denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

APPENDIX A - ZONING

* * *

ARTICLE V. – DEFINITIONS

* * *

SELF-SERVICE STORAGE FACILITIES ~~PERSONAL STORAGE WAREHOUSE~~. A fully enclosed building or buildings having individual compartmentalized units, stalls or lockers with privately controlled access points which are to be rented only as storage space for customer's goods, wares or personal property. The term is synonymous with mini-warehouses, mini-storage, self-storage facilities and self-storage warehouses.

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 10A. - District and intent—C-R, Restricted Commercial District.

The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to residential neighborhoods. The types of uses permitted are intended to serve the commercial needs of the surrounding residential neighborhoods. Lot sizes, design control, and other restrictions are intended to integrate quality commercial development with the existing natural environment.

* * *

(C) SPECIAL EXCEPTIONS.

(1) Any other use in keeping with the neighborhood commercial intent of the district.

(2) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters (enclosed structures [shall be air conditioned]).

(3) Sewer lift stations.

(4) Public parks and playgrounds.

(5) Churches, rectories, parish houses, temples, synagogues and associated buildings, including educational and recreational facilities.

(6) Security mobile home or facility located on public or private property.

(7) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(8) Electronic communication/transmission facilities and exchanges.

(9) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

e. Number of pumps: The maximum number of gasoline/fuel pumps allowed in this district is four (4).

(10) Adult congregate living facility (ACLF).

(11) Self-Service Storage Facilities~~Mini-warehouses (storage only)~~, subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of ~~five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~ one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided. ~~Setbacks:~~

~~1. Front: Forty (40) feet (includes corner lot side setback).~~

~~2. Side: Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.~~

~~3. Rear: Thirty (30) feet when contiguous to a residential land use classification; twenty (20) feet when contiguous to any other land use classification.~~

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. ~~Reference article XIV, Performance Standards, section (f) glare and lighting standards.~~

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the ~~mini-warehouse~~ self-service storage facility owner/operator.

f. ~~There shall be no outside storage.~~ Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

~~Landscaping: Where property abuts residentially zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIII, Landscaping Requirements of the zoning code of the City of Cocoa.~~

h. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a ~~mini-warehouse~~ self-service storage facility.

(12) Automobile laundry or quick wash.

*** * ***

Sec. 12. - District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Automotive repair establishments when conducted entirely within an enclosed structure.

(2) Service stations and car wash establishments, subject to the following provisions:

a. Minimum lot size: Ten thousand (10,000) square feet.

b. Minimum floor area: Three hundred (300) square feet exclusive of interior servicing area.

c. Height: Twenty-five (25) feet.

d. Setbacks other than required elsewhere in this district: 1) Gasoline pumps and other service island equipment: Twenty (20) feet from property line; 2) Building or other structure: Fifteen (15) feet each side.

e. Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.

f. A visual screen meeting the specifications of article XIII, section 5, Visual screens, Supplementary District Regulations, shall be provided along the rear and the length of the sides of the site.

(3) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters.

(4) Telecommunications towers and antennas pursuant to article XIII, section 26.

(5) Passenger transportation terminals with subordinate freight facilities.

(6) Sewer lift stations.

(7) Any other use in keeping with the intent of the district.

(8) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(9) Mortuaries and funeral homes.

(10) Security mobile home or facility located upon public or private property.

(11) Child care centers, day nurseries or kindergartens.

(12) Half-way houses.

(13) A bar or lounge, with or without a package store, or a package store.

(14) Self-Service Storage Facilities ~~Mini-warehouses (storage only)~~, subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of ~~five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~ one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided. ~~Setbacks:~~

~~1. Front: Forty (40) feet (includes corner lot side setback).~~

~~2. Side: Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.~~

~~3. Rear: Thirty (30) feet when contiguous to a residential land use classification; twenty (20) feet when contiguous to any other land use classification.~~

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. ~~Reference article XIV, Performance Standards, section (f) glare and lighting standards.~~

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the ~~mini-warehouse~~ self-service storage facility owner/operator.

f. ~~There shall be no outside storage.~~ Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

~~Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIII, Landscaping Requirements of the zoning code of the City of Cocoa.~~

h. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a ~~mini-warehouse~~ self-service storage facility.

(15) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(16) Electronic communication/transmission facilities and exchanges.

*** * ***

Sec. 13. – District and intent – CBD, Central Business District.

The provisions of this district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east. Uses are based on the comprehensive plan and the redevelopment plan and are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards in order to assure and promote the development and redevelopment of property in the central business district in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting, uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous waterwalks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

Within the Central Business District is a subarea known as "Cocoa Village" for which additional and supplemental use, intensity, design and development standards are necessary in order to maintain the special and distinctive character of the area, which is an important objective of the comprehensive plan and redevelopment plan. The supplemental regulations applicable to the Cocoa Village subdistrict shall be applied through imposition and mapping of a "Cocoa

Village Overlay" zoning district. The regulations are in addition to and not in substitution of the underlying Central Business District zoning regulations which shall also remain applicable to the Cocoa Village Overlay subdistrict. The Cocoa Village Overlay subdistrict is designed to preserve and extend the "Cocoa Village" uses, scale and theme within the Central Business District. Where the regulations of the Cocoa Village Overlay subdistrict are more restrictive than those of the Central Business District, the former shall be controlling. The Cocoa Village Overlay subdistrict (identified by the suffix CVO following the designation CBD) shall be mapped on the official "Zoning Map" of the City of Cocoa.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Schools, including public, private, business, technical, vocational and trade but not involving operations of an industrial nature.

(2) Other commercial uses in keeping with the Central Business District character of the district.

(3) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(4) Security building.

(5) Child- and day-care facilities, preschools.

(6) A bar or lounge, with or without a package store.

(7) Commercial recreation facilities, such as theatres, driving ranges, and bowling alleys, except drive-in theaters.

(8) Repair service establishments, such as household appliances, radio and television and similar uses.

(9) Parking lots and garages, public or private.

(10) Dry cleaning establishments using non-inflammable solvent and cleaning fluids as determined by the fire chief.

(11) Sewer lift stations.

(12) Adult living facilities.

(13) Animal clinics with or without kennels.

(14) Commercial radio and television broadcasting transmitters, towers, and antennae.

(15) Drive-through facilities.

(16) Electronic communication/transmission facilities and exchanges.

(17) General contractors without open storage or display.

(18) Nursing and convalescent homes.

(19) Outdoor arenas, facilities, flea markets, or similar outdoor or indoor/outdoor sales complexes, temporary or permanent race tracks (auto, dog, go-kart, horse, motorcycle).

(20) Package store.

(21) Parks—Public and private,

~~(22) Personal storage.~~

(22~~23~~) Public facilities/uses.

(23~~24~~) Sales office—Temporary.

(24~~25~~) Shopping center.

(25~~26~~) Craft breweries, with or without a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer, only; and

b. No alcohol consumption, other than that associated with a bar and lounge area, shall be permitted on-site; and

c. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

*** * ***

Sec. 15. - District and intent—C-W, Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

(2) Warehousing and wholesaling in enclosed structures, enclosed refrigerated storage.

(3) Service and repair establishments, dry cleaning; and laundry plants, business services, printing plants, welding shops, taxidermists and similar uses.

(4) Building materials supply and storage, contractor's storage yard, except scrap materials. Outside storage areas shall be effectively walled on all sides to avoid any deleterious effect on adjacent properties.

(5) Automotive, major recreational equipment, mobile home and marine, storage and repair establishments such as body shops, tire recapping, paint shops and the like.

(6) Freight-handling facilities, transportation terminals.

(7) Vocational and trade schools, including those of an industrial nature.

(8) Veterinary hospitals and clinics.

(9) *Reserved.*

(10) Low intensity industrial uses, such as the manufacturing and assembly of various items, which include scientific, electrical, optical and precision instruments or equipment, within an enclosed structure.

(11) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(12) Electronic communication/transmission facilities and exchanges.

(13) Service stations, subject to the provisions of article XI, section 12, C-G (General Commercial District), subsection (C)(2).

(14) Retail automotive gasoline/fuel sales as an accessory use to convenience stores subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(15) Self-Service Storage Facilities subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided.

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft.

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the self-service storage facility owner/operator.

f. Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes,

major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

*** * ***

Sec. 19. - District and Intent—M2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Industrial uses, industrial processing, and manufacturing.

(2) Commercial greenhouses.

(3) Schools (industrial and vocational in nature).

(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII, Sec. 5 of the Code of the City of Cocoa.

~~(5) Personal storage warehouses.~~

(5 ~~6~~) Research facilities:

a. Where the use does not involve:

1) Creation of excessive noise, fumes, dirt; or

2) Damage or interference with other properties.

b. Where all work is done within an enclosed structure.

(6 ~~7~~) Transportation facilities; passenger and/or freight.

(7 ~~8~~) Warehousing and distribution.

(8 ~~9~~) Mobile home repair facilities.

(9 ~~10~~) Contractor's office and storage yard, except scrap materials. Outside storage shall be effectively screened on all sides to avoid any deleterious effect upon adjacent properties and right of ways.

(10 ~~11~~) Sales or rental of new and/or used commercial vehicles and heavy equipment, major recreational equipment, and mobile homes as regulated by Appendix A, Art. XIII, Sec. 28 of the Code of the City of Cocoa.

(11 ~~12~~) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:

   a. All firing shall take place within a completely enclosed building.

   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

*** * ***

ARTICLE XII. – OFF-STREET PARKING AND LOADING REGULATIONS

*** * ***

Sec. 1. – Off-street parking and loading regulations.

*** * ***

(d) *Requirements for off-street parking.* There shall be provided at the time of the erection of any main building or structure or at the time any main building or structure is enlarged or increased in capacity by adding dwelling units, guests rooms, floor area, seats, or change of use which changes parking generating factors, minimum off-street parking spaces with adequate provisions for ingress or egress in accordance with the following requirements:

*** * ***

(41) *Storage facilities.* One (1) space for every one thousand (1,000) gross square feet of floor area. ~~Mini storage warehouse shall provide one (1) space per twenty (20) storage rental units.~~ Self-service storage facilities shall have one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

*** * ***

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

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Application # **PZ** - _____ - _____

Serving the Community

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT 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. **Request:** To amend the City Code to permit mini-storage warehouses with outdoor storage by right in the Wholesale Commercial zoning district, and to correct conflicting parking requirements for mini-storage warehouses.

2. **Applicable City Code Section(s):** Part II, Appendix A, Article XI, Sec. 12; Part II, Appendix A, Article XI, Sec. 15; Part II, Appendix A, Article XII, Sec. 1

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): CHW

Name: Gerry Dedenbach, AICP

Mailing Address: 11801 Research Drive

City: Alachua State: FL Zip Code: 32615

Phone #: (352) 331-1976 Fax #: _____

Mobile #: _____ E-mail: GerryD@chw-inc.com

4. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **Petition.** Complete the Zoning Text Ordinance Amendment petition form. A sample "Petition" form is available from the City.

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. ☒ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. [X] **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **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!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. Signatures and Notarization.

STATE OF Florida COUNTY OF Alachua I, Gerry Dedenbach, AICP 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.

Gerry Dedenbach
(APPLICANT SIGNATURE)

Kelly Jones Bishop
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

KELLY JONES BISHOP
Notary Public - State of Florida
Commission # GG 286733
My Comm. Expires Feb 4, 2023
Bonded through National Notary Assn.

Kelly Jones Bishop
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Alachua

Sworn and subscribed to before me this 3nd day of April, 20 20

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:

_____

ZONING TEXT ORDINANCE AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text ordinance amendment as specified below:

In order to approve a zoning text ordinance 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)(2) 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.

a. The need and justification for the change.

See justification report, included with this application package.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

See justification report, included with this application package.

Gerry Dedenbach

Applicant's Signature

4/3/20

Date

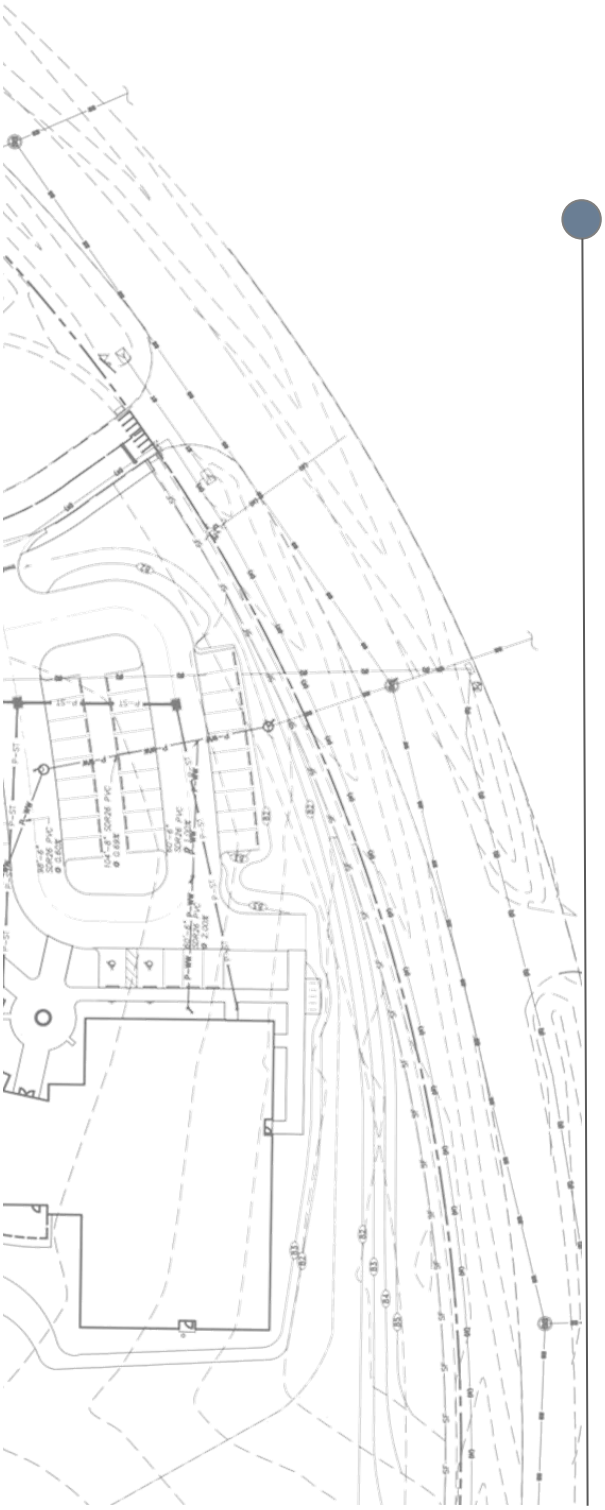
Gerry Dedenbach, AICP

Applicant's Printed Name

If you have any questions please contact the Planning and Zoning Division at (321) 433-8535.

CHW
Professional Consultants

JACKSONVILLE | GAINESVILLE | OCALA
8465 Merchants Way, Suite 102, Jacksonville, FL 32222
11801 Research Drive, Alachua, FL 32615
101 NE 1st Ave., Ocala, FL 34470
WWW.CHW-INC.COM



STORE SPACE COCOA

Zoning Ordinance Text Amendment – Justification Report

April 6th, 2020

Prepared for:
City of Cocoa
Department of Community Services, Planning & Zoning

Prepared on behalf of:
Store Space

Prepared by:
CHW

PN# 19-0514
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1. Executive Summary

To:	Ms. Dorothy Selig, AICP, Planning & Zoning Manager, Department of Community Services
From:	Craig Brashier, AICP, Director of Planning
Date:	April 6th, 2020
Re:	Store Space Cocoa – Zoning Ordinance Text Amendment

Jurisdiction:	**Intent of Application:**
City of Cocoa	Permit mini-storage warehouses by right in C-W zoning district; correct conflicting parking requirements for mini-storage warehouses.

This application seeks to amend Article XI, Sec. 12; Article XI, Sec. 15; and Article XII, Sec. 1, of Part II, Appendix A of the City Code, in order to permit mini-storage warehouses by right in the Wholesale Commercial (C-W) zoning district, and to correct conflicting parking standards for mini-storage warehouses.

Such amendments would enhance the City's C-W zoning district and improve clarity in the City's off-street parking and loading regulations.

The applicant has met all requirements for the text amendment process, including a pre-application meeting with staff, held on March 24th, 2020.

2. Statement of Proposed Change

This Zoning Ordinance Text Amendment application requests to amend Article XI, Sec. 12; Article XI, Sec. 15; and Article XII, Sec. 1, of Part II, Appendix A of the City Code, in order to permit mini-storage warehouses with outdoor storage by right in the Wholesale Commercial (C-W) zoning district, as well as to correct conflicting parking standards for mini-storage warehouses.

Currently, mini-storage warehouses are not permitted by right in the C-W zoning district, though they align with its description and intent, which states that land within the district is meant to serve warehousing, distribution, wholesaling and other related functions of the city and region.

Mini-storage warehouses are permitted by special exception in the General Commercial (C-G) zoning district, with multiple provisions, including a requirement that "there shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site." However, in the City's off-street parking and loading regulations, the Code calls for "one (1) space per twenty (20) storage rental units" for mini-storage warehouses. This parking standard is excessive and does not reflect the actual needs of mini-storage warehouse facilities. Mini-storage warehouses, with or without outdoor storage included, need very few parking spaces. Looking at examples of other Store Space facilities across the United States, the Store Space in Sugar Land, Texas, has 6 parking spaces with 975 storage units; the Store Space in Columbus, Georgia, has 4 parking spaces with 660 storage units; and the Store Space in Norfolk, Virginia, has 4 parking spaces with 449 storage units. These examples yield ratios of approximately one parking space per 162 storage units; one parking space per 165 storage units; and one parking space per 112 storage units, respectively.

Other jurisdictions appear to recognize this lack of need. Looking most notably at Brevard County's Land Development Regulations, §62-3206, mini-storage warehouses in Brevard County are required to have a minimum and maximum of five (5) parking spaces, including one ADA accessible parking space, regardless of size.

The parking standard for mini-storage warehouses listed in the off-street parking and loading regulations also conflicts with the parking standards listed in the C-G Zoning District regulations, creating potential uncertainty as to which standard is applicable. Furthermore, having parking requirements in multiple sections of the Code, rather than in one, consolidated section, creates unnecessary confusion and difficulty in deciphering the requirements of development.

This Zoning Ordinance Text Amendment application seeks to allow mini-storage warehouses in the C-W zoning district by right; to remove off-street parking standards from the C-G zoning district section; and to create a uniform, reasonable parking standard for mini-storage warehouses across zoning districts in the City of Cocoa.

Approval of this request serves multiple public benefits. Amendment of the subject sections of City Code will:

1. Expand economic development opportunities by allowing mini-storage warehouses in the C-W zoning district.
2. Enable a more productive use of land by eliminating the regulatory need for excessive parking.
3. Improve accessibility and clarity in the City's parking standards by removing parking standards from the C-G zoning district section and creating uniform parking standards for mini-storage warehouses in the City of Cocoa.

3. Consistency with City of Cocoa Comprehensive Plan

This section identifies specific City of Cocoa Comprehensive Plan Goals, Objectives, and Policies and explains how this Zoning Ordinance Text Amendment application is consistent with each. The Goals, Objectives, and Policies are provided in normal font, and the consistency statements are provided in bold font.

Future Land Use Element

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. . .

Adding mini-storage warehouse as a permitted use by right in the C-W zoning district, which implements the Commercial land use designation, expands the capability of the C-W zoning district to provide an array of retail, personal, and professional uses.

Objective 1.1.9: Sustainability/Energy Efficiency. The City shall aim at achieving a sustainable/energy efficient environment by minimizing the emission of greenhouse gases and reducing the vehicle miles traveled.

Allowing mini-storage warehouses by right in the C-W zoning district will increase the potential locations for such facilities, thus potentially reducing vehicle miles traveled to access these facilities.

Transportation Element

GOAL 2.1: The City shall provide a safe, efficient, and comprehensive multimodal transportation system available to all residents of and visitors to the City of Cocoa. When possible, these facilities should be developed so as to enhance the City's greenways.

Objective 2.1.3: Mobility Strategies. The City shall develop mobility strategies to reduce the dependency on vehicles, reduce vehicle miles traveled and enhance alternative modes of transportation.

Allowing mini-storage warehouses by right in the C-W zoning district will increase the potential locations for such facilities, thus potentially reducing vehicle miles traveled to access these facilities.

Objective 2.1.15: Parking. The City shall develop parking strategies to support the transportation goals.

Amending the parking standard for mini-storage warehouses to a consolidated, realistic standard supports the City's transportation element Goal 2.1.

Policy 2.1.15.3: The City shall update parking standards to minimize the amount of surface parking through the establishment of maximum parking standards and shared and co-located parking.

The proposed language updates the City's parking standards for mini-storage warehouses to reduce the amount of surface parking required.

4. Relationship to The City of Cocoa Code

The following identifies how this application is consistent with the City of Cocoa Code, Part II of the City's Code of Ordinances. Language from the Code is provided in normal font, and the consistency statements are provided in **bold** font.

Appendix A, Article XXI, Sec. 1
(B) Any amendment to this ordinance other than a district boundary change may be proposed by:
(1) City council.
(2) Planning and zoning board.
(3) Any department or agency of the city.
(4) Any individual, corporation or agency.

This application is being submitted by an authorized agent on behalf of corporation.

(G)(2) Nature and requirements of planning board report. When pertaining to other proposed amendments of this zoning code, the planning board shall consider and study:

a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The need and justification for this change is explained in Section 2 of this report. The relationship of the proposed amendment to the comprehensive plan and other regulations is discussed in Sections 3 and 4 of this report.

Appendix A, Article XI, Sec. 12.
District and intent—C-G, General Commercial District.

(C) Special Exceptions.

(14) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.
b. There shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site.

c.	Setbacks:	Front:	Forty (40) feet (includes corner lot side setback).
		Side:	Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.
		Rear:	Thirty (30) feet when contiguous to a residential land use classification; 20 feet when contiguous to any other land use classification.

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.
f. There shall be no outside storage.
g. Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.
h. When application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a mini-warehouse.

The proposed language of this text amendment application to permit mini-storage warehouses by right in the C-W zoning district takes directly from this existing language, ensuring consistent language across the City Code. The proposed language has been adapted to meet the specific needs of the C-W zoning district, with specific changes including the removal of the prohibition of outside storage, changes to the parking standards, and adjustment of landscaping requirements. See Attachment I for specifically proposed language.

Appendix A, Article XI, Sec. 15.
District and intent—C-W Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

The proposed text amendment will further the purpose of the C-W Zoning District, as mini-storage warehouses are a function related to warehousing, distribution, and wholesaling.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

Mini-storage warehouses are allowed in the General Commercial District by special exception. Thus, allowing mini-storage warehouses in the C-W Zoning District technically falls in line with this provision.

Sec. 1. - Off-street parking and loading regulations.

(a) *Intent.* The general intent of this article is to promote the public health, safety, welfare, economic order, aesthetics, and quality of life, but more specifically; To provide standards for the safe ingress/egress to parking areas; to provide for the temporary storage of vehicles on-site for patrons, workers, or residents; to promote a pleasing community appearance; to provide for on-site traffic flow and safety; to provide for the protection of residential areas from visual effects, noise and solar heat or excess stormwater runoff, to protect the value of land and buildings; to improve the optimal utilization of undeveloped and redeveloped tracts of land; and to prevent safety hazards along roadways and provide for free-flowing traffic on streets.

The proposed text amendment helps further the intent of the off-street parking and loading regulations by promoting a pleasing community appearance, protecting the value of land and buildings, and improving the optimal utilization of undeveloped and redeveloped tracts of land. By requiring fewer spaces per rental unit for mini-storage warehouses and fewer spaces per square feet of outdoor storage, less land is required to be devoted to surface parking, thus promoting a pleasing community appearance by reducing the size of surface parking lots, and enabling property owners to more optimally utilize and realize the value of their land.

Attachments

I. Underline-Strikethrough, Proposed Language
   a. Article XI, Sec. 12 – General Commercial District
   b. Article XI, Sec. 15 – Wholesale Commercial District
   c. Article XII, Sec. 1 – Off-street Parking and Loading Regulations
II. Memo, Mini-storage Warehouse Parking Standards from Other Florida Cities and Counties
III. Memo, Parking at Similar Store Space Facilities

Proposed Language

Sec. 12. - District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) All principal uses and structures allowed in section 10, P-S Professional Services District, and section 11, C-N, Neighborhood Commercial District, except residential uses and child care centers, day nurseries or kindergartens.

(2) Any other retail sales outlet of products sold directly to the consumer.

(3) Wholesaling from sample stocks.

(4) Dry cleaning establishments using noninflammable solvents and cleaning fluids as determined by the fire chief.

(5) Business service establishments.

(6) Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses except drive-in theaters (enclosed structures shall be air conditioned).

(7) Automobile laundry or quick wash.

(8) Liquor stores (retail) and cocktail lounges.

(9) Storage garage, public and private automobile parking.

(10) Repair service establishments such as household appliances, radio and television and similar uses.

(11) New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.

(12) Professional business schools, vocational and trade schools, not involving operations of an industrial nature.

(13) Printing, bookbinding, lithography and publishing establishments, blueprinting, photostating.

(14) Package store, beer and wine.

(15) Hotels and motels with no more than fifty (50) units per gross residential acre and with a minimum living area per dwelling unit of no less than three hundred (300) square feet.

(16) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(B) ACCESSORY USES AND STRUCTURES,

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intense commercial character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Automotive repair establishments when conducted entirely within an enclosed structure.

(2) Service stations and car wash establishments, subject to the following provisions:

a. Minimum lot size: Ten thousand (10,000) square feet.

b. Minimum floor area: Three hundred (300) square feet exclusive of interior servicing area.

c. Height: Twenty-five (25) feet.

d. Setbacks other than required elsewhere in this district: 1) Gasoline pumps and other service island equipment: Twenty (20) feet from property line; 2) Building or other structure: Fifteen (15) feet each side.

e. Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.

f. A visual screen meeting the specifications of article XIII, section 5, Visual screens, Supplementary District Regulations, shall be provided along the rear and the length of the sides of the site.

(3) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters.

(4) Telecommunications towers and antennas pursuant to article XIII, section 26.

(5) Passenger transportation terminals with subordinate freight facilities.

(6) Sewer lift stations.

(7) Any other use in keeping with the intent of the district.

(8) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(9) Mortuaries and funeral homes.

(10) Security mobile home or facility located upon public or private property.

(11) Child care centers, day nurseries or kindergartens.

(12) Half-way houses.

(13) A bar or lounge, with or without a package store, or a package store.

(14) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

~~b. There shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~

b~~c~~.	Setbacks:	Front:	Forty (40) feet (includes corner lot side setback).
		Side:	Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.
		Rear:	Thirty (30) feet when contiguous to a residential land use classification; 20 feet when contiguous to any other land use classification.

c~~d~~. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

d~~e~~. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.

e~~f~~. There shall be no outside storage.

f~~g~~. Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

g~~h~~. When application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a mini-warehouse.

(15) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(16) Electronic communication/transmission facilities and exchanges.

(D) PROHIBITED USES AND STRUCTURES.

(1) Manufacturing activities, freight transportation terminals, storage, warehousing and other activities of a similar nature.

(2) All uses not specifically or provisionally permitted herein, any use not in keeping with the commercial character of the district.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
7,500 sq. ft.	75 ft.	100 ft.	50%	300 sq. ft.	66 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty-five (25) feet.

Side interior lot setback —None, except where the use borders a district requiring setbacks, said setbacks shall also apply in this district along the abutting property line.

Side corner lot setback —Twenty (20) feet.

Rear setback —Twenty (20) feet, fifteen (15) feet when abutting an alley.

Sec. 15. - District and intent—C-W, Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

(2) Warehousing and wholesaling in enclosed structures, enclosed refrigerated storage.

(3) Service and repair establishments, dry cleaning; and laundry plants, business services, printing plants, welding shops, taxidermists and similar uses.

(4) Building materials supply and storage, contractor's storage yard, except scrap materials. Outside storage areas shall be effectively walled on all sides to avoid any deleterious effect on adjacent properties.

(5) Automotive, major recreational equipment, mobile home and marine, storage and repair establishments such as body shops, tire recapping, paint shops and the like.

(6) Freight-handling facilities, transportation terminals.

(7) Vocational and trade schools, including those of an industrial nature.

(8) Veterinary hospitals and clinics.

(9) *Reserved.*

(10) Low intensity industrial uses, such as the manufacturing and assembly of various items, which include scientific, electrical, optical and precision instruments or equipment, within an enclosed structure.

(11) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(12) Electronic communication/transmission facilities and exchanges.

(13) Service stations, subject to the provisions of article XI, section 12, C-G (General Commercial District), subsection (C)(2).

(14) Retail automotive gasoline/fuel sales as an accessory use to convenience stores subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(15) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

c. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.

d. Landscaping: a five (5) foot landscaping buffer shall be required along all rights-of-way. Said buffer shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

e. Outdoor storage shall be permitted with mini-warehouses, subject to the following provisions:

i. Screening: outdoor storage shall be screened by a six (6) foot fence with a minimum 50% opacity.

ii. Outdoor storage areas shall have access aisles sufficiently wide to accommodate vehicle turning radii.

iii. Vehicles permitted within the outdoor storage area shall include boats, recreational vehicles (RVs), food trucks, food carts, open trailers, closed trailers, operable automobiles, and other similar uses.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Planned industrial development on a minimum sized parcel of five (5) acres, subject to the conditions set forth in article XIII, section 3, Supplementary District Regulations.

(2) Any other use in keeping with the character of the district.

(3) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(4) Mortuaries and funeral homes.

(5) Security mobile home or facility located upon public or private property.

(6) Half-way houses.

(7) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(D) PROHIBITED USES AND STRUCTURES.

(1) Residential uses including hotels and motels.

(2) Automobile wrecking yards, junkyards, scrap and salvage yards for secondhand building material.

(3) Any use deemed objectionable by the standards established in Article XIV, Performance Standards.

(4) Any other use not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
6,000 sq. ft.	60 ft.	100 ft.	100% except for required yards parking and loading space	300 sq. ft.	40 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty (20) feet.

Side interior setback —None.

Side corner lot setback —None except where a use borders a district requiring setbacks, said setbacks shall also apply in this district along the abutting property line.

Rear setback —Ten (10) feet when abutting an alley.

Sec. 1. - Off-street parking and loading regulations.

(a) *Intent.* The general intent of this article is to promote the public health, safety, welfare, economic order, aesthetics, and quality of life, but more specifically; To provide standards for the safe ingress/egress to parking areas; to provide for the temporary storage of vehicles on-site for patrons, workers, or residents; to promote a pleasing community appearance; to provide for on-site traffic flow and safety; to provide for the protection of residential areas from visual effects, noise and solar heat or excess stormwater runoff, to protect the value of land and buildings; to improve the optimal utilization of undeveloped and redeveloped tracts of land; and to prevent safety hazards along roadways and provide for free-flowing traffic on streets.

(b) *Applicability.* This article and the design standards set forth herein shall apply to all new development and redevelopment within the City of Cocoa.

(c) *Definitions.*

(1) *Off-street parking.* A minimum rectangular parking area measuring ten (10) feet by twenty (20) feet, exclusive of access drives and aisles. The length of a space can be reduced to eighteen (18) feet if the space abuts a grass landscape strip measuring at least five (5) feet wide or a sidewalk measuring at least six (6) feet wide. Parallel curb parking spaces shall measure a minimum of nine (9) feet by twenty-two (22) feet. Compact parking spaces shall measure a minimum eight and one-half (8½) by sixteen (16) feet. Compact parking spaces may comprise up to twenty-five percent (25%) of the total provided parking spaces.

Motorcycle parking may comprise up to five percent (5%) of the total required parking spaces. Motorcycle parking spaces shall measure a minimum of four (4) feet by nine (9) feet. An equivalency factor of one (1) automobile space to four (4) motorcycle spaces shall be utilized in calculating the total permitted motorcycle spaces. Motorcycle parking spaces may be situated in tandem. A tandem space shall mean a space where one (1) motorcycle is parked behind another. No more than two (2) motorcycle spaces shall be in tandem.

(2) *Parking garage.* A parking garage is any structure that consists of a building structure used for parking of vehicles on one (1) or more levels.

(3) *Parking lot.* A parking lot is a designated area used for the parking of vehicles for a specific business, industry, service facility, residential complex, mixed use building or activity center. Parking lots shall be constructed on property other than public rights-of-way.

(4) *Parking space, off-street.* An off-street parking space is a minimum paved area used for the parking of a single vehicle, exclusive of access drives or aisles. Truck loading and unloading space shall not be included in such area.

(5) RV/ trailer parking space. A parking space designed to accommodate a recreational vehicle (motorhome, fifth wheel, camper, pop-up, boat or other water craft on a trailer, etc.) by itself or with a towing vehicle and measuring at least ten (10) feet by forty (40) feet long.

(6) Paved surface. A paved surface is a hard surface consisting of concrete, bituminous asphalt, or similar surfacing material as approved by the city engineer.

(7) Stacking space. An area of ten (10) feet by twenty (20) feet minimum to allow for vehicles waiting for service.

(d) *Requirements for off-street parking.* There shall be provided at the time of the erection of any main building or structure or at the time any main building or structure is enlarged or increased in capacity by adding dwelling units, guests rooms, floor area, seats, or change of use which changes parking generating factors, minimum off-street parking spaces with adequate provisions for ingress or egress in accordance with the following requirements:

(1) *Adult congregate living facilities (ACLF)* One (1) space for each employee on the largest working shift plus two (2) spaces for each three (3) living units. An intermediate care ACLF shall provide parking as required for a nursing home.

(2) *Art galleries.* One (1) space per five hundred (500) square feet of gross floor area.

(3) ATMs (automatic teller machine). One (1) parking spaces plus one (1) handicapped parking space per walk-up ATM not provided as an accessory use.

(4) *Auditoriums or other places of assembly.* One (1) space for each two (2) seats of seating places or one (1) space for each sixty (60) square feet of floor area in the total main assembly hall, whichever is greater. One-half (½) of total parking area must be paved; the other half may be hard stabilized surface with grass, curbing, and landscaping.

(5) *Automotive impounding yards.* One (1) customer parking space per ten (10) impounded vehicle storage spaces, plus one (1) space per employee.

(6) *Automotive service stations, automotive repair facilities, truck stops/large vehicle services stations and automotive body shops.* Two (2) spaces for each service bay and one (1) space for each employee per maximum shift. Service bays shall not be counted as a parking space towards this requirement.

(7) *Bakeries—Retail.* One (1) space per six hundred (600) square feet of gross floor area.

(8) Beauty salons, barber shops, nail salons, tattoo parlors, massage and day spas. Two (2) spaces per station.

(9) *Bed and breakfasts.* One (1) space for each guest room plus two (2) spaces for the residence.

(10) *Business, retail or commercial building.* One (1) space for each six hundred (600) square feet of gross floor area excluding storage area, and subject to section (d)(4~~8~~7), parking area ratio.

(11) *Carwash establishments.* When associated with a gas station or convenience store, one (1) parking space per wash unit or bay and one (1) space per vacuum shall be required; an automatic, independent carwash establishment shall provide the following parking spaces: Two (2) spaces per automated wash facility, plus one (1) space per employee on the largest working shift and one (1) space per vacuum. A self-service carwash (coin-operated type) shall provide the following parking spaces: One (1) space per vacuum, one (1) space per bay, plus one (1) parking space per employee. Wash bays shall not be counted as parking spaces. Plus two (2) stacking spaces per wash bay.

(12) *Adult/Child care centers (day care).* One (1) employee space for each three hundred (300) square feet of gross floor area, plus a minimum of two (2) drop-off spaces per one thousand (1,000) square feet of floor area.

(13) *Places of worship.* One (1) space per four (4) seats or seating places, or one (1) space per each one hundred fifty (150) square feet of floor area in the main assembly hall, whichever is greater. One-half (½) of the total parking area must be paved; the other half may be a hard, stabilized surface with grass.

(14) *Clubs and lodges.* One (1) parking space for each three (3) seats or seating places, or one (1) space for each one hundred (100) square feet of floor area of the largest area of assembly within the building, whichever is greater. One-half (½) of total parking area must be paved; the other half may be hard, stabilized surface with grass.

(15) *Bars, nightclubs and cocktail lounges.* One (1) space for each one hundred (100) square feet of floor area excluding accessory storage area.

(16) *Communications broadcasting studios/facilities.* One (1) space per six hundred (600) square feet of gross floor area, excluding storage areas.

(17) *Community center buildings.* One (1) space per three hundred (300) square feet of gross floor area, plus one (1) bicycle space per one thousand (1,000) square feet of floor area.

(18) *Convenience stores.* One (1) space per five hundred (500) gross square feet plus two (2) employee spaces. When associated with a service station, pump island spaces may count up to twenty-five percent (25%) of the motor vehicle parking requirement.

(19) *Domestic violence shelters.* One (1) parking space shall be provided for each six hundred (600) square feet of living area, plus one (1) space per employee on the largest working shift.

(20) *Education facilities.* Faculty and staff: one (1) space for each member; high schools - one (1) space for every ten (10) students above grade ten (10); Vocational schools - one (1) space for every two (2) students; community colleges - one (1) space for every two (2) students.

(21) *Financial institutions and brokerage houses.* One (1) space per each six hundred (600) square feet of gross floor area, excluding storage areas, and subject to section (d)(4~~8~~7), parking area ratio.

(22) *Funeral homes and mortuaries.* One (1) space for each three (3) seats or seating places excluding areas needed for funeral vehicles. One-half (½) of the total parking area must be paved, the other half may be hard surface with grass.

(23) *Furniture, carpet and major appliance stores.* One (1) space for each eight hundred (800) square feet of gross floor area.

(24) *Homeless shelter facilities.* One (1) space for each employee on the largest working shift plus one (1) space per thirty (30) persons sheltered.

(25) *Hospitals.* (1) space for each two (2) patient beds, plus one (1) space for every one and one-half (1½) employees on the largest working shift, one (1) space per doctor on the largest working shift, and two (2) spaces for emergency room bed. Employee parking must be available for each shift at least sixty (60) minutes prior to the beginning of the shift.

(26) *Hotels, motels and rooming houses.* One (1) space for each sleeping unit plus one (1) space for the owner or manager, and one (1) space for each three (3) employees. If restaurant facilities or cocktail lounges are included fifty percent (50%) of the required parking for a restaurant shall be provided.

(27) *Libraries and museums.* One (1) space per each eight hundred (800) square feet of gross floor area.

(28) *Manufacturing industrial uses and industrial assemblies.* One (1) space for each two (2) employees on the largest working shift, plus one (1) space for each company vehicle.

(29) Marinas (commercial). One (1) space for each two (2) slips in wet storage, one (1) space for each four (4) spaces in dry storage, and one (1) space for each five hundred (500) square feet of sales area.

(30) Medical and dental clinics, doctor and dentist offices, animal hospitals or veterinary clinics. One (1) space per each two hundred fifty (250) square feet of building area excluding accessory storage, and subject to section (d)(4~~8~~7), parking area ratio.

(31) *Mini-storage warehouses.* A minimum of one (1) space per one hundred fifty (150) storage rental units and one (1) space per five thousand (5,000) gross square feet of outdoor storage area.

(3~~2~~1) Mixed-use buildings. See section 1~~2~~(d)(3~~9~~8), residential uses.

(3~~3~~2) Motor vehicle sales (car, trucks, boats). One (1) space per five hundred (500) square feet of enclosed floor space; one (1) space per two thousand (2,000) square feet of outdoor display area; one and one-half (1½) spaces per employee; and one and one-half (1½) spaces per service bay. The required employee parking space must be identified as "employee parking only."

(3~~4~~3) Nursing and convalescent homes and sanitariums. One (1) space for each three (3) beds, plus one (1) space for every one and one-half (1½) employees on the largest working shift, exclusive of spaces required for doctors (doctor spaces shall be provided in accordance with subsection (30) above.

(354) Office and professional buildings and studios. One (1) space for each six hundred (600) square feet of gross floor area excluding accessory storage area, and subject to section (d)(48), parking area ratio.

(365) Police/fire stations. One (1) space per employee on the largest working shift, plus two (2) additional spaces for the public.

(376) Recovery homes/halfway houses. One (1) space per employee on the largest working shift plus one (1) space per four (4) on-site clients or bed spaces. If clients are not permitted to have vehicles on site, one (1) space per six hundred (600) square feet of gross floor area is required in addition to employee parking.

(387) Recreation centers/facilities. If the proposed recreational use includes stadium/bleacher seating, there shall be one (1) space per four (4) spectator seats required in addition to the required parking set forth in this subsection below. One (1) seat equals two and one-half (2½) feet of bench length.

a. Health clubs, gymnasiums or other recreational facilities. The cumulative total of each of the following:

1. One (1) space per three hundred (300) square feet of gross floor area;
2. One (1) space per two (2) employees on the largest working shift;
3. One (1) space per three (3) seats in a lounge or restaurant area;
4. Five (5) spaces per racquetball/handball court;
5. One and one-half (1½) per nautilus machine;
6. Additional parking must be provided for other uses if listed below.

b. *Tennis courts.* Two (2) spaces per court.

c. *Tournament tennis stadiums.* One (1) space per four (4) spectator seats.

d. *Batting cages.* One (1) space per cage.

e. *Go-cart tracks.* Ten (10) spaces per track.

f. *Miniature golf.* Twelve (12) spaces per course plus one (1) per employee on the largest working shift.

g. *Baseball/softball fields.* Ten (10) spaces per field, plus one (1) space per four (4) spectator seats (one (1) seat equals two and one-half (2½) feet of bench length).

h. *Swimming pools.* One (1) space per forty (40) square feet of swimming pool surface area.

i. *Volleyball courts.* Ten (10) spaces per court.

j. *Shuffleboard courts.* Two (2) spaces per court.

k. *Gymnasiums.* One (1) space per three (3) seats.

l. *Golf courses.* Forty-five (45) spaces per nine (9) holes.

m. *Golf driving ranges (as a primary use).* One (1) space per tee box.

n. *Watercraft launch facilities.* Five (5) trailer parking spaces per launch site.

o. *Active park areas.* Four (4) spaces per acre up to ten (10) acres, two (2) spaces per acre from ten (10) to fifty (50) acres, one (1) space per acre for every acre over fifty (50) acres.

p. *Passive park areas.* One (1) space per acre up to ten (10) acres, one (1) space per every five (5) acres thereafter.

q. *Recreation buildings.* One (1) space per five hundred (500) square feet of gross floor area.

r. *Football/soccer field not associated with a stadium.* Forty (40) spaces of which one-half (½) must be paved and the other one-half (½) may be hard surfaced with grass, curbing and landscaping.

s. *Stadiums.* One (1) space per each three (3) seats.

(3~~9~~8) *Residential uses.*

a. Single-family: Two (2) spaces per dwelling unit.

b. Duplex: Two (2) spaces per dwelling unit.

c. Townhouse: Two (2) spaces per dwelling unit; for townhouse developments with shared or common parking - one and one-half (1½) spaces per dwelling unit.

d. Multi-family:

i. Efficiency unit - One (1) space per dwelling unit.

ii. One (1) bedroom unit - One and one-half (1½) spaces per dwelling unit.

iii. Two (2) or more bedroom unit - Two (2) spaces per dwelling unit.

e. Mixed-use buildings with a multi-family residential component: One and one-half (1½) spaces per dwelling unit plus the number of spaces required by this subsection (d) based on the non-residential use. The non-residential component of a mixed-use building may provide up to fifty percent (50%) of the required parking off-site. Off-site parking spaces shall be within five hundred (500) feet of the mixed-use building. On-street parking may be used in providing off-site parking spaces within the Central Business District Zoning District with approval of the community development director.

f. Multi-family in Cocoa Village Overlay: One (1) space per dwelling unit. Multi-family developments with twenty (20) units or more shall provide an additional ten percent (10%) parking spaces for guests.

(40~~39~~) *Restaurants.* Free-standing, traditional restaurants shall provide One (1) space per each three (3) seats or seating places. Traditional restaurants within a multi-use or mixed-use building shall provide one (1) space per each four (4) seats or seating places; one (1) space per employee on the largest working shift. Restaurants with no seating shall provide one (1) space per employee on the largest working shift. If a pickup area is provided, three (3) additional spaces shall be provided. Fast-food restaurants shall provide one (1) space per two hundred(200) square feet, plus five (5) stacking spaces for drive-through. Traditional and fast-food restaurants shall be subject to section (d)(4~~8~~7), parking area ratio.

Open-air seating shall be calculated at 50% of the above rates. Approved sidewalk cafes located on public right-of-way are exempt from parking requirements.

(41~~0~~) *RV parks.* One (1) space for each RV unit and one and one-half (11/2) parking spaces per site with at least one (1) parking space other than the RV space at the site.

(42~~1~~) *Storage facilities.* One (1) space for every one thousand (1,000) gross square feet of floor area. See also ~~M~~mini storage warehouse, paragraph (d)(31) of this same section. ~~shall provide one (1) space per twenty (20) storage rental units.~~

(43~~2~~) *Theaters.* One (1) space per three (3) seats, plus one (1) space for each employee for the maximum shift.

(44~~3~~) *Warehouse and packing facilities.* One (1) space per one thousand two hundred (1,200) square feet of gross floor area, one (1) space per each two (2) employees on the largest working shift, one (1) space for each company vehicle.

(45~~4~~) *Parking uses not listed.* The following standards shall apply when no specific parking space standards or similar requirements pertaining to parking is available concerning the use of property/building:

a. Where a specific use is not listed, the parking requirements of a similar use shall apply. The community development director shall determine the required parking upon submittal of a developmental plan indicating the proposed uses(s).

b. Where there is no use of a similar nature as determined by the planning and zoning administrator, the community development director shall determine the required parking necessary, after considering all the parking generating factors involved for the use.

(4~~5~~) *Central Business District including the Cocoa Village Overlay.* The Central Business District, as defined in the City of Cocoa Code, shall have the following special parking requirements:

a. Whenever there is a change of use or use intensity which changes parking generating factors in a building existing as of August 10, 2004 and the gross floor area of the existing building remains unchanged, no additional parking or loading spaces will be required; however, increases in residential dwelling units shall meet the parking requirements outlined above for specific uses.

b. The demolition or removal of a building existing as of August 10, 2004 and replacement of that building without the provision of additional parking will be permitted as long as the new building does not eliminate any existing parking or loading spaces and the square footage is increased by no more than one hundred (100) square feet over the original building square footage.

c. When there is an increase of the gross floor area of a building existing as of August 10, 2004 by more than one-hundred (100) square feet or construction of a new building having a greater gross floor area, then parking and loading spaces shall meet the parking requirements outlined above for specific uses.

(4~~6~~) *Handicapped parking.*

a. Required parking. Parking spaces for the physically handicapped shall be located as close as possible to walkways and entrances. Signs and pavement striping and marking shall be provided, indicating the handicap parking spaces(s). Handicap parking spaces shall be provided according to the table below. All parking spaces, ramps, and sidewalks shall be designed in conformance with Florida Statutes, Chapter 316.

Total Parking in Lot	Required Number of Accessible Spaces
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 159	5
160 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 plus 1 for each 100 over 1,000

b. If five (5) or fewer regular parking spaces are required, then the required handicapped accessible parking space shall be in addition to the amount of required parking spaces. If more than five (5) parking spaces are required, then the required number of accessible parking spaces shall be inclusive in the total number of required parking spaces.

c. Additional accessible parking spaces shall be required for facilities that provide medical care and other services for persons with mobility impairments in accordance with state and federal "Americans with Disabilities Act" standards.

(4~~7~~8) *Parking area ratio (P.A.R.).* The maximum site area that may be dedicated to parking spaces and associated drive aisles for the uses set forth in the table below shall be limited to the identified P.A.R. ratio based on the building square footage and according to the following formula:

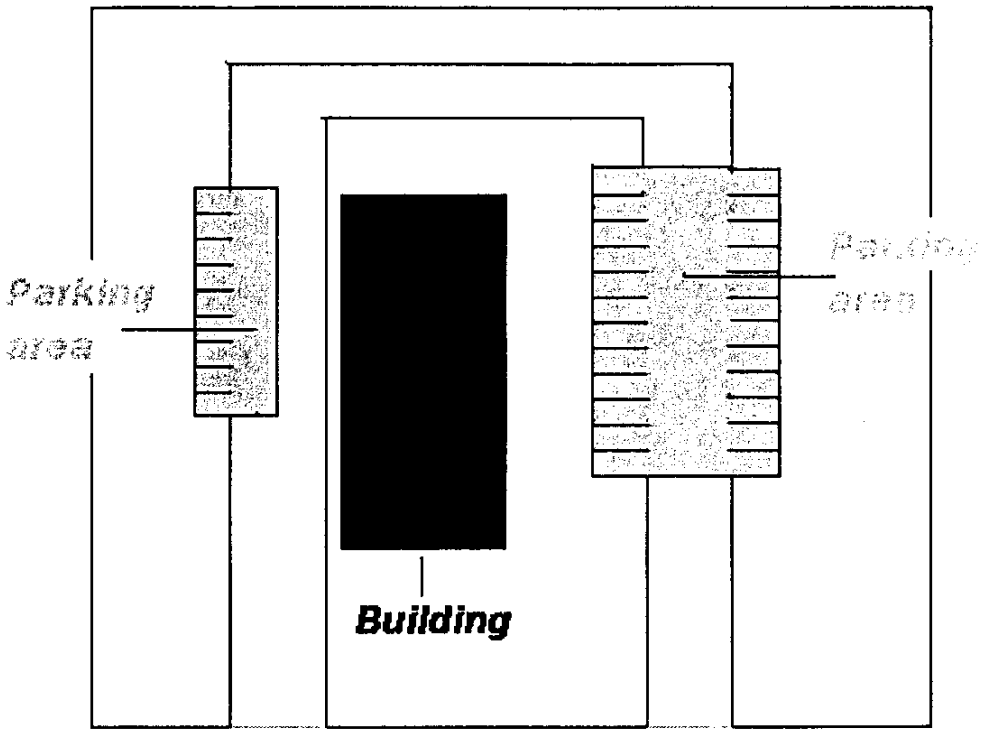
Formula: Square footage of use × P.A.R. = Total area permitted to be dedicated to parking spaces and drive aisles.

Only drive aisles abutting parking spaces shall count towards maximum area. Drivethru aisles and stacking spaces shall not count towards maximum area. (See illustration below.)

Proposed parking areas in excess of the P.A.R. shall be of a hard stabilized pervious or semi-pervious surface approved by the city engineer and community development director.

Use	P.A.R.
Business, retail or commercial buildings	1.0
Financial institutions and brokerage houses	1.0
Medical and dental clinics, doctor and dentist offices, animal hospitals or veterinary clinics	1.0
Office and professional buildings and studios	1.0
Restaurant (traditional)	5.0
Restaurant (fast-food)	3.0

Parking Area Ratio (P.A.R.) Illustration



Areas in grey would be subject to P.A.R. calculations.

(4~~9~~8) *Bicycle parking.*

(a) Bicycle parking areas shall consist of a rack or other facility that shall:

(1) Be designed to allow each bicycle to be supported by its frame;

(2) Be designed to allow the frame and wheels of each bicycle to be secured against theft;

(3) Be designed to avoid damage to the bicycles;

(4) Be anchored to resist removal and solidly constructed to resist damage by rust, corrosion, and vandalism;

(5) Accommodate a range of bicycle shapes and sizes and to facilitate easy locking without interfering with adjacent bicycles;

(6) Be located to prevent damage to bicycles by cars;

(7) Be consistent with the surroundings in color and design and be incorporated whenever possible into building or street furniture design;

(8) Be located in convenient, highly-visible, active, well-lighted areas;

(9) Be located so as not to interfere with pedestrian movements;

(10) Be located as near the principal entrance of the building as practicable;

(11) Be located so as to conveniently access the pedestrian system.

(b) Except as required for the uses in the table below, one (1) designated bicycle parking area with bike rack shall be provided for every ten thousand (10,000) square feet of commercial or office building space. Each bike rack shall be designed to provide parking for at least five (5) bicycles at one time.

Use	Bicycle parking required
Community centers	Bike rack parking equal to 10% of required car spaces
Convenience stores	1 bike rack per store
Homeless shelters	1 bike rack per 5 beds or living units
Hospitals	1 bike rack per 50 beds
Multi-family housing and mixed use buildings	Bike rack parking equal to 10% of required car spaces
Recreation uses:	
Batting cages	1 bike rack per 10 cages
Baseball/softball	1 bike rack per 2 fields
Basketball	1 bike rack per 2 courts
Football/soccer	1 bike rack per 2 fields
Passive park	1 bike rack per 10 acres
Swimming pool	1 bike rack per 1,000 square feet of swimming pool area
Stadiums/arenas	Bike rack parking equal to 1% of required car spaces
Tennis	1 bike rack per 4 courts
Volleyball	1 bike rack per 2 courts
Schools:	
Elementary school	Bike rack parking equal to 25% of required car spaces
Middle school	Bike rack parking equal to 10% of required car spaces
High school	Bike rack parking equal to 10% of required car spaces
Adult/vocational	Bike rack parking equal to 5% of required car spaces

MEMORANDUM

Store Space Cocoa Text Amendment

19-0514

CHW Professional Consultants

To: Dodie Selig, AICP, Planning & Zoning Manager, City of Cocoa Community Services

From: Craig Brashier, AICP, Director of Planning

Date: March 6th, 2020

RE: Mini-storage Warehouse Parking Standards from Other Florida Cities and Counties

The purpose of this memorandum is to provide examples of parking standards for mini-storage warehouses from other cities and counties in Florida.

Location	Reference	Standard
Brevard County	LDR §62-3206.(21)	Mini warehouses: A self-storage mini warehouse as defined in the county zoning code shall have a minimum and a maximum of five parking spaces, including one accessible parking space, regardless of size. A minimum 24-foot driveway aisle shall be provided contiguously along any side of the mini-warehouse containing the access points or doors to the individual storage areas.
City of Gainesville, Alachua County	LDC §30-7.5	Mini-warehousing, self storage: Required vehicle spaces: 5, or 1 for manager's area(s), plus 1 per 200 bays, whichever is greater. Required bicycle spaces: 5%
City of Tampa, Hillsborough County	§27-283.7	Warehouse, mini: 1 parking space per employee on largest shift
City of Jacksonville, Duval County	Zoning Code §656.604.(g)	*Industrial, wholesale, warehouse, storage and similar uses:* One space per 2,000 square feet of gross floor area. However, the parking ratios for the Off-Street Parking Overlay, under Section 656.361.16 shall be calculated based upon one space for each 5,000 square feet of gross floor area, or one per employee on the peak shift, whichever is greater.
City of St. Petersburg, Pinellas County	LDR §16.10.020.1	Storage, Self / Mini Warehouse Traditional tier: Office area: 1 parking space per 400 sf gross floor area; Storage area: 1 parking space per 100 storage bays or units; Loading area required Suburban Tier: Office area: 1 parking space per 300 sf gross floor area; Storage area: 1 parking space per 50 storage bays or units; Loading area required Downtown: Office area: 1 parking space per 500 sf gross floor area; Storage area: 1 parking space per 100 storage bays or units; Loading area required
		Outdoor Storage, Accessory Commercial Traditional tier: 1 parking space per 300 sf gross floor area Suburban tier: 1 parking space per 200 sf gross floor area Downtown: 1 parking space per 500 sf gross floor area

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

MEMORANDUM

Store Space Cocoa Text Amendment

19-0514

To: Dodie Selig, AICP, Planning & Zoning Manager, City of Cocoa Community Services

From: Craig Brashier, AICP, Director of Planning

Date: March 6th, 2020

RE: Parking at Similar Store Space Facilities

The purpose of this memorandum is to provide examples of other Store Space facilities, detailing number of parking spaces and dimensions.

Location	Square Footage	Storage Units	Parking Spaces	Parking Spaces: Storage Units
Sugar Land, Texas	115,170	975	5 + 1 ADA accessible space	1 parking space: 162.5 storage units
Columbus, Georgia	80.960	660	4	1 parking space: 165 storage units
Norfolk, Virginia	53,600	449	4	1 parking space: 112.25 storage units

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t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

A. ORDINANCE NO. 06-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO AMEND PERMITTED LOCATIONS FOR SELF-SERVICE STORAGE FACILITIES AND FURTHER AMENDING REGULATIONS RELATED TO THIS USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

B. ORDINANCE NO. 05-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING FOR THE LOCATION OF PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

C. ORDINANCE NO. 04-2020
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 FIFTY-EIGHT (58) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW 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.



D. APPROVAL OF A PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON June 16, 2020 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON June 24, 2020 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

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

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to eighteen (18) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Written comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
- City of Cocoa YouTube link at https://www.youtube.com/channel/UCbWJK7XQyPVBmp15Fwoa4jA

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting on using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

Special Information for Quasi-Judicial Hearings:
The approval of a preliminary plat/large-scale site plan (Lakeside Palms West) is a quasi-judicial matter. Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail at least five (5) days prior to the hearing.

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

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

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0430040-01

Legislation Details (With Text)

File #:	20-338	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/9/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Pass on First Reading Ordinance 05-2020: Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2020 Medical Marijuana Dispensing Facilities.pdf Legal Ad Proof - FT-GCI0430040-01.pdf CBD-CVO District Map.PNG Medical Marijuana.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2020
Agenda Date: June 24, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading Ordinance 05-2020; providing for the location of pharmacies and medical marijuana treatment center dispensing facilities.

BACKGROUND:

In 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative (“Amendment 2”), which amended the Florida Constitution to authorize “Medical Marijuana Treatment Centers”. Following this the Florida Legislature passed Senate Bill 8-A in 2017 which amended section 381.986, Florida Statutes, providing specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers. Senate Bill 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

On January 9, 2018, the City Council approved Ordinance 1-2017 which enacted a ban on medical marijuana treatment center dispensing facilities, prohibiting them from locating in the City. However,

the City Council now desires to reconsider the prohibition on medical marijuana treatment center dispensing facilities, to allow for such dispensing facilities in certain locations where pharmacies are permitted and also desires to revise the locations where pharmacies are permitted, eliminating pharmacies as a permitted use in the Central Business District and Cocoa Waterfront Overlay District.

The following changes are proposed by this ordinance:
(1) The addition of the language below under the list of principle uses for the following zoning districts; R-P (Residential Professional District), P-S (Professional, Offices and Services District), C-R (Restricted Commercial District), C-N (Neighborhood Commercial District) and UMD (Urban Mixed-Use District).

> *Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.*
>
> (*Appendix A. Zoning, Article XI, Section 9, Appendix A. Zoning, Article XI, Section 10, Appendix A. Zoning, Article XI, Section 10 A, and Appendix A. Zoning, Article XI, Section 11*)

It should be noted that because several zoning districts cross-reference uses allowed in the C-N (Neighborhood Commercial District), medical marijuana treatment center dispensing facilities will also be permitted in the CW (Wholesale Commercial), CG (General Commercial), and M-1 (Light Industrial and Warehouse) districts.

(2) The removal of pharmacies under the list of principle uses for the following zoning districts; CBD (Central Business District) zoning district and CWOD (Cocoa Waterfront Overlay District).
(*Appendix A. Zoning, Article XI, Section 13 and Appendix A. Zoning, Article XI, Section 20*)

(3) The removal of the prohibition against medical marijuana treatment center dispensing facilities.
(*Appendix A. Zoning, Article XIII, Section 31*)

I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The City desires to remove the prohibition against medical marijuana treatment center dispensing facilities within the City and, at the same time, regulate the location of pharmacies within the City in general. The changes proposed by this ordinance will allow all pharmacy types within zoning districts allowing similar medical office uses. At the same time, the use will be removed from the historic downtown area which is largely oriented towards tourist/leisure/entertainment business.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:
GOAL 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at the June 16, 2020 meeting.

RECOMMENDED MOTION:
Pass on First Reading Ordinance 05-2020; providing for the location of pharmacies and medical marijuana treatment center dispensing facilities.

ORDINANCE NO. 05-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING FOR THE LOCATION OF PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, in 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative ("Amendment 2"), which amended the Florida Constitution to authorize "Medical Marijuana Treatment Centers"; and

WHEREAS, the Florida Legislature passed SB 8-A, amending section 381.986, Florida Statutes, in the 2017 Special Session, approved by the Governor on June 23, 2017, which implemented Amendment 2 and which further contained specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers; and

WHEREAS, specifically, SB 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes; and

WHEREAS, the City Council previously in Ordinance 1-2017 enacted a ban on medical marijuana treatment center dispensing facilities, prohibiting them from locating in the City; and

WHEREAS, the City Council now desires to reconsider the prohibition on medical marijuana treatment center dispensing facilities previously enacted in Ordinance 1-2017 to allow for such dispensing facilities in certain locations where pharmacies are permitted; and

WHEREAS, the City Council also desires to revise the locations where pharmacies are permitted, eliminating pharmacies as a permitted use in the Central Business District and Cocoa

Waterfront Overlay District; and

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

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

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

Section 2. **Code Amendment.** Appendix A, Zoning, Article XIII, Section 22 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 22. It is intended that the text in Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 9. - District and intent—R-P, Residential Professional District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices, general offices and similar uses.

(2) Medical and dental clinics and laboratories.

(3) Multiple-family dwellings as regulated by section 5, RU-2-15.

(4) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

*** * ***

Sec. 10. - District and intent—P-S, Professional, Offices and Services District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices and services and studies such as medical, dental, legal, engineering, real estate, insurance, technical management consultant.

(2) Business services such as secretarial services, drafting, reproduction services.

(3) Book and stationery stores, business supply retail stores.

(4) Medical and dental clinics and laboratories.

(5) Financial institutions.

(6) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(7) Personal service establishments such as florist shops, barber and beauty shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

*** * ***

Sec. 10A. - District and intent—C-R, Restricted Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or groups of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(2) Personal service establishments such as beauty and barber shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.

(4) Multiple-family and single-family residences as regulated in section 5, RU-2-15.

(5) Financial institutions.

(6) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or

secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(7) Restaurants.

*** * ***

Sec. 11. - District and intent—C-N, Neighborhood Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.

(4) Restaurants, subject to the following:

a. Outdoor entertainment shall be prohibited;

b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and

c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.

(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.

(6) Financial institutions.

(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(8) Child care centers, day nurseries of kindergartens.

(9) Package store, beer and wine.

*** * ***

Sec. 13. – District and intent – CBD, Central Business District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.

(2) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(3) Personal service establishments such as beauty and barber shops, laundry and dry cleaning pickup stations, tailor shops and similar uses.

(4) Restaurants.

(5) Residential—Multiple-family dwellings.

(6) Residential—Townhouse dwellings.

(7) Hotels and motels.

(8) Marinas—Public and private.

(9) Bed and breakfast establishments as regulated by article XIII section 24, bed and breakfast establishments.

(10) Business service establishments.

(11) Clubs and lodges, private.

(12) Cultural centers, social service centers, museums, galleries, and community centers—Commercial.

(13) Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.

(14) Financial institutions.

(15) Gym and fitness facilities.

(16) Home occupation.

(17) Medical and dental clinics and laboratories.

~~(18) Pharmacy and optical services.~~

(~~19~~18) Printing, engraving and related reproduction processes as well as the publishing and. distribution of books, newspapers and other printed material.

*** * ***

Sec. 20. - District and intent—UMD, Urban Mixed-Use District.

*** * ***

B. *Brevard Crossings UMD Sub-District:*

(1) *Schedule of Permitted Uses, Special Exceptions and Prohibited Uses.*

Allowable Uses	***P: Permitted*** ***SE: Special Exception***	
	UMD - Brevard Crossings	Specific Use Restrictions
	All uses are locationaly restricted to those areas identified on the Brevard Crossings Master Development Plan. See the Brevard Crossings Development Guidelines for additional development standards.	
	*** * ***	
Commercial Uses		
	*** * ***	
Pharmacy, <u>medical marijuana treatment center dispensing facilities</u> and optical	P	<u>Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.</u>
Post offices	P	

*** * ***

Sec. 22. - Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP-as identified on the regulating plan"	Heart of Coco a	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
*** * ***																		
Commercial																		
*** * ***																		
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor			P	P		P	P	P	P		P	P	P	P	P	P	P	P
~~Pharmacy,~~ Optical services			P			P	P		P		P		P			P		

Plant Nurseries, greenhouses															P		P	

*** * ***

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

~~**Sec. 31. – Medical marijuana treatment center dispensing facilities.**~~

~~Medical marijuana treatment center dispensing facilities shall be prohibited from locating in any district of the city. The city will not accept, process or approve any request or application for a development order, building permit, or other approval associated with a proposed medical marijuana treatment center dispensing facility.~~

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

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

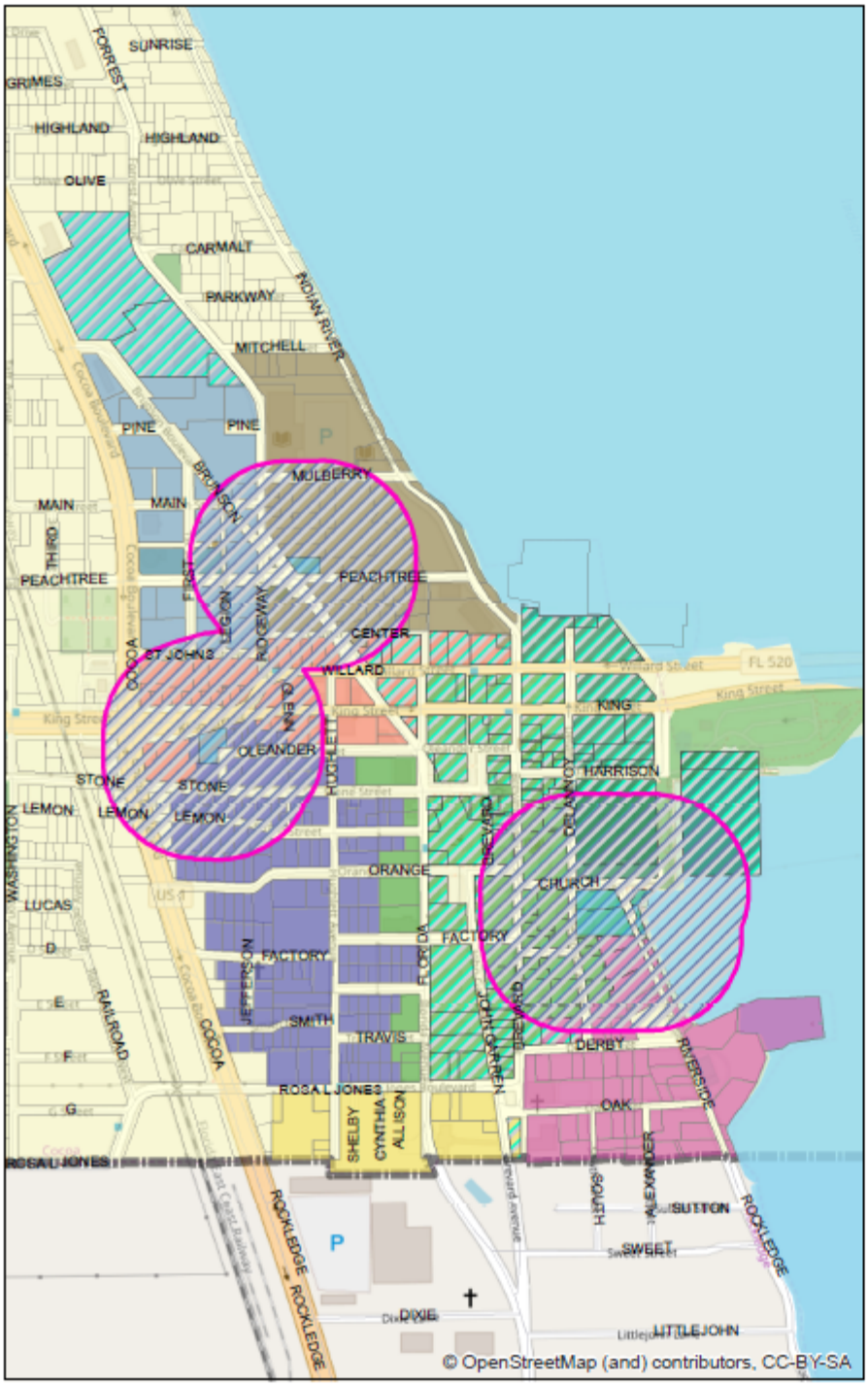
_____

Jake Williams Jr., Mayor

ATTEST:

_____

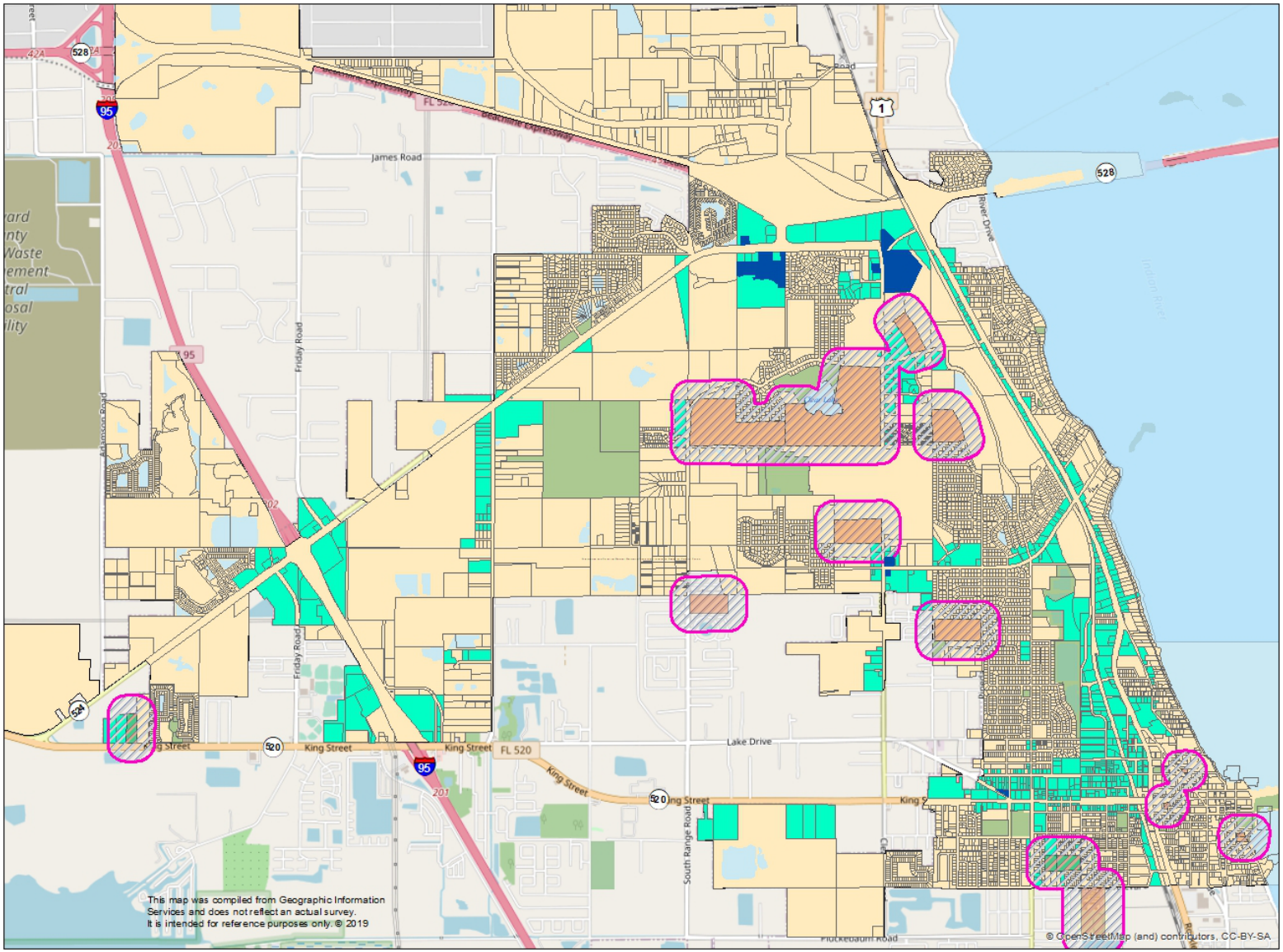
Carie Shealy, City Clerk



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

- CBD, CBD-CVO, C-G
- Cocoa Village
- Heart of Cocoa
- King/Willard Corridor
- North of Village
- South End
- South of the Village
- Uptown Neighborhood
- Waterfront
- Public and Private Schools
- 500' of a School
- City Parcels
- Parks
- Waterbody
- Cocoa City Limits

COCOA FLORIDA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning May 2020

- Existing Pharmacies
- Public and Private Schools
- 500' of a School
- M-I Light Industrial and Warehouse District
- C-W Wholesale Commercial
- C-G General Commercial
- C-N Neighborhood Commercial
- C-R Restricted Commercial District
- P-S Professional, Office and Services District
- R-P Residential Professional District
- City Parcels
- Parks
- Waterbody
- Cocoa City Limits_2020

Legislation Details (With Text)

File #:	20-339	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/9/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 04-2020_FLUM Amendment Cape Canaveral Heights to LDR.pdf Exhibit A - Parcel Map.pdf FLUM Application.pdf Cocoa-Cape Canaveral Heights Location Map 6-2-20.pdf Cocoa-Cape Canaveral Heights FLU Map.pdf Legal Ad Proof - FT-GCI0430040-01.pdf Email from Tammy Green.pdf Email from Dwight Coursey.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2020
Agenda Date: June 24, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
APPROVAL OF A LARGE SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR”.

BACKGROUND:

On January 8, 2020, Ordinance 24-2019 was approved by the City Council, annexing fifty-nine (59) parcels of real property into the City of Cocoa. The subject property for this Future Land Use Map amendment is comprised of the 59 individual parcels previously annexed, consisting of approximately 139.23 acres of undeveloped land. Of the total subject site area, 43 parcels, containing 122.58 acres, are owned by three companies represented by the Applicant, Cantwell & Goldman, P.A. The remaining 16 parcels, containing 16.65 acres, are owned by other individuals. The property owners

the Applicant represents wish to develop single-family homes on their property. Accordingly, the Applicant has petitioned the City for the application of a Future Land Use designation. The City is also considered an applicant for a city-initiated Future Land Use amendment for those properties (16 parcels) not represented by Cantwell & Goldman, P.A. This will allow those individual property owners to develop their parcels at some future date as well as ensuring that the FLU designations of all parcels are compatible with each other. Hereinafter, the use of "Applicant" refers to both Cantwell & Goldman, P.A. and the City of Cocoa. A map depicting the subject parcels is attached as Exhibit A.

The subject property is located primarily north of the intersection of State Road 524 and State Road 520, bounded on the west by vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light right-of-way.

The subject parcels are currently under Brevard County Residential 2 designation which permits lower density residential development with a maximum density of up to two (2) dwelling units per acre. This may be increased to 2.5 dwelling units per acre where a planned unit development concept is utilized.

During the annexation process, the primary property owners (owning 122.58 of the 139.23 acres) entered into a Pre-Annexation Development Agreement with the City of Cocoa, which is recorded in Brevard County Official Records Book 8598, Page 470. This Pre-Annexation Agreement provided that the City would process a future land use designation consistent with low density residential and eventual rezoning consistent with a Planned Unit Development. The City's processing of the FLU designation and rezoning would, as agreed, remain subject to necessary public participation and hearings as required by law and submission of competent and substantial evidence in support thereof.

The proposed Low Density Residential designation is intended for 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 maximum density of the LDR designation is seven (7) dwelling units per acre although this may be increased up to 12 dwelling units per acre as part of a planned unit development per City of Cocoa Comprehensive Plan Policy 1.1.2.3.C. However, through the Pre-Annexation Development Agreement, the primary property owners agreed that any PUD project eventually developed on 122.58 acres of the property would have the following characteristics:

- **A maximum density of 4 dwelling units (d.u.) per gross acre**
- Minimum lot widths of 50 feet
- Minimum Lot Size of 5,000 square feet
- Minimum of one (1) enclosed parking space and two (2) driveway spaces
- 4 foot wide sidewalks along interior roadways
- Preserved wetlands counted as open space acreage on a one to one per acre (or fraction thereof) as provided in the Agreement
- Minimum internal roadway drive lane width of 11 feet, or 22 feet for a two way street

The assignment of a City Future Land Use designation must be consistent with the City's Comprehensive Plan. Policy 1.1.2.3 Low Density Residential requires lands under this designation to provide buffers from the nuisance effects of higher intensity uses and major traffic corridors. Additionally, LDR developments should be located in areas where more intensive development would

be unwarranted due to environmental constraints. The subject parcels are located just north of State Road 520 and 524. In this area, Lake Poinsett's northern shore is just to the south of SR 520 and a portion of the southern part of the subject properties is in flood zone AE. In addition, there are a number of wetland areas over the subject parcels based on data from the nationals Wetlands Inventory.

Future Land Use Designation: Current: Brevard County Residential 2

Proposed: Low Density Residential

Zoning District: Current: Brevard County RR-1 (Rural Residential), AU (Agricultural Residential), RVP (Recreational Vehicle Park), TR-3 (Mobile Home Park)

Proposed: A residential zone will be proposed in the future.

Existing Land Use: Vacant

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Residential 2 (Brevard County)	AU and RR-1 (Brevard County)	Residential dwelling and vacant land
South	Community Commercial and Residential 2 (Brevard County)	RR-1, BU-1 and PUD (Brevard County)	Vacant land
East	Residential 8 and Neighborhood Commercial (Brevard County) and Medium Density Residential (City of Cocoa)	SR, AU and AGR (Brevard County) and RR 1 (City of Cocoa)	Residential dwellings and grazing land
West	RES-1 (Brevard County)	AU (Brevard County)	Vacant land

Large Scale 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: Application of a City of Cocoa LDR Future Land Use designation would allow for single family home development on the property. This would shift the current tax revenue and capital investments from Brevard County to the City of Cocoa.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject parcels are abutting City of Cocoa public potable water main transmission lines. These main transmission lines may be extended via standard-sized potable water service line extensions to the subject parcels.

Sanitary Sewer: The subject parcel is not currently served by the City of Cocoa Utilities Department for sanitary sewer service. Sanitary sewer in this area is provided by Brevard County Utilities. Properties within the City limits and in unincorporated County are served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property has options for entrances from State Road 520 & 524, which are classified as arterial roadways on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Overall, there would be minimal effect on the transportation capacity of the immediate area.

(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 subject property is vacant and covered with vegetation. Staff is not aware of any natural or historical resources that would be impacted by the development of this property. Tree, wildlife, and wetland studies will need to be completed prior to approval of a site plan or subdivision application.

(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 subject properties meet 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.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL3: Promote smart growth principles and the development of community amenities.

(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: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 3 (3505 SR 524), located ±4 miles from the intersection of State Road 520 and State Road 524, serving as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located ±6 miles from the same intersection and Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

Since annexation, the property has been subject to the City of Cocoa's levy of an annual fire special assessment to fund all or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Low Density Residential will be consistent with the large lot neighborhood developments in the area. Currently, the proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts City zoning for the area. As stated above, the Pre-Annexation Agreement entered into with the City for a large portion of the subject property requires a maximum density of 4 dwelling units per gross acre, which is consistent with the surrounding area.

Surrounding General Land Use Pattern:

	Future Land Use Designations	**Density Allowed**	**Current Land Use**
North	Residential 2 (Brevard County)	2 dwelling units/acre	Residential dwelling and vacant land
South	Community Commercial and Residential 2 (Brevard County)	N/A and 2 dwelling units/acre	Vacant land
East	Residential 8 and Neighborhood Commercial (Brevard County) and Medium Density Residential (City of Cocoa)	8 dwelling units/acre, N/A and 15 dwelling units/acre	Residential dwellings and grazing land
West	RES-1 (Brevard County)	1 dwelling unit/acre	Vacant land

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject properties are constant with the following goals 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. GOAL 13.1: The City shall maintain an ongoing commitment to Intergovernmental Coordination to ensure that the growth management goals of the comprehensive plan will be effectively implemented.

In addition, the designation must be consistent with the specific Comprehensive Plan policies regarding appropriate locations for Low Density Residential:

Policy 1.1.2.3.A Low Density Residential requires lands under this designation to be buffered from the nuisance effects of higher intensity uses and major traffic corridors. Although this property is located at the intersection of SR 520 and SR 524, the low density residential designation is appropriate due to the lower intensity uses on the surrounding properties.

Policy 1.1.2.3.B LDR developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met. Low density residential is appropriate for this property because of the low density of the surrounding properties.

Policy 1.1.2.3.C Is not applicable because it allows increased densities up to 12 units per acre as part of a planned residential development. However, as discussed above, through the Pre-Annexation Agreement, the gross density of this site may not exceed 4 dwelling units per acre.

Policy 1.1.2.3.D Is also not applicable because it provides for clustered single family attached housing under certain criteria. Per the Pre-Annexation Agreement, any development shall have minimum lot widths of 50’ and minimum lot sizes of 5,000 square feet, which is not indicative of clustered single family attached housing.

(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 variety of housing options for the citizens of Cocoa. The densities in the area range from 8 dwelling units per acre to 1 dwelling unit per acre. The FLU of Low Density Residential has a maximum density of 7 dwelling units per acre, which has been limited to 4 dwelling units per acre for a majority of the subject property. Assigning a City of Cocoa FLU designation to the subject parcels is a first step in the process towards the creation of additional housing stock options within the City of Cocoa.

(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 residential units.

STRATEGIC PLAN CONNECTION:

powered by Legistar™

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended denial of the item at the June 16, 2020 meeting.

RECOMMENDED MOTION:

APPROVAL OF A LARGE SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR”.

ORDINANCE NO. XX-2020

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 FIFTY-NINE (59) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW 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.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on June 16, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan

Amendment set forth hereunder; and

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

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of a portion of the real property legally described and depicted on **Exhibit A** from Brevard County "Residential 2" to City of Cocoa "Low Density Residential." Exhibit A is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan

amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

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

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

Exhibit A



Parcel I.D.#	Tax Account #	Acres	Owner
24-35-28-00-1	2408228	59.27	Cape Canaveral Heights Properties, Inc.
24-35-28-00-7	2408234	0.9	Jacob Aaron Corp.
24-35-28-00-17	2408244	0.9	Jacob Aaron Corp.
24-35-28-00-20	2408247	0.93	Jacob Aaron Corp.
24-35-28-00-28	2408255	0.72	Jacob Aaron Corp.
24-35-28-00-45	2408277	0.88	Gigi II LLC
24-35-28-00-46	2408273	0.88	Jacob Aaron Corp.
24-35-28-00-47	2408274	1.03	Jacob Aaron Corp.
24-35-28-00-56	2408283	0.93	Jacob Aaron Corp.
24-35-28-00-57	2408284	1.03	Jacob Aaron Corp.
24-35-28-00-61	2408288	0.93	Jacob Aaron Corp.
24-35-28-00-71	2408298	1.03	Jacob Aaron Corp.
24-35-28-00-752	2408307	1.14	Gigi II LLC
24-35-28-00-754	2408309	0.93	Jacob Aaron Corp.
24-35-28-00-756	2408311	0.82	Gigi II LLC
24-35-28-00-758	2408313	1.02	Jacob Aaron Corp.
24-35-28-00-760	2408315	1.14	Jacob Aaron Corp.
24-35-28-00-761	2408316	1.14	Gigi II LLC
24-35-28-00-763	2408318	1	Jacob Aaron Corp.
24-35-28-00-764	2408319	1.8	Jacob Aaron Corp.
24-35-28-00-766	2408321	1	Jacob Aaron Corp.
24-35-28-00-770	2408325	1.14	Jacob Aaron Corp.
24-35-28-00-771	2408326	1.14	Jacob Aaron Corp.
24-35-28-00-772	2408327	0.72	Jacob Aaron Corp.
24-35-28-00-774	2408329	1.14	Gigi II LLC
24-35-28-00-778	2408333	1.14	Jacob Aaron Corp.
24-35-28-00-779	2408334	1.14	Jacob Aaron Corp.
24-35-28-00-780	2408335	1.27	Jacob Aaron Corp.
24-35-28-00-781	2408336	0.62	Jacob Aaron Corp.
24-35-28-00-782	2408337	1.73	Jacob Aaron Corp.
24-35-28-00-786	2408341	1.14	Jacob Aaron Corp.
24-35-28-00-789	2408344	1.16	Jacob Aaron Corp.
24-35-28-00-790	2408345	1	Jacob Aaron Corp.
24-35-28-00-791	2408346	1.16	Jacob Aaron Corp.
24-35-28-00-792	2408347	1.14	Jacob Aaron Corp.
24-35-28-00-793	2408348	1.14	Jacob Aaron Corp.
24-35-28-00-794	2408349	1.14	Jacob Aaron Corp.
24-35-28-00-795	2408321	1.2	Jacob Aaron Corp.
24-35-28-00-796	2408351	1.33	Jacob Aaron Corp.
24-35-28-00-797	2408352	1.14	Jacob Aaron Corp.
24-35-28-00-798	2408353	1.05	Jacob Aaron Corp.
24-35-28-00-803	2408358	1.18	Jacob Aaron Corp.
24-35-28-00-806	2408361	1.14	Jacob Aaron Corp.
24-35-28-00-10	2408237	0.93	Brown, Clover M; Brown, Tiffany
24-35-28-00-34	2408261	0.93	Penko, Stanley V; Penko, Jeanette M
24-35-28-00-755	2408310	1.13	Green, Tammy L
24-35-28-00-757	2408312	1.03	Green, MIlford; Boothe, Christine
24-35-28-00-759	2408314	0.93	Green, Milford L
24-35-28-00-773	2408328	1.13	Ditsch, John J
24-35-28-00-776	2408331	1	Nuckols, Edward; Ehresman, Norman D
24-35-28-00-777	2408332	1.13	Grutzik, Josephine B
24-35-28-00-787	2408342	1.03	Andreu, Luis Edward
24-35-28-00-788	2408343	1.13	Biondo, Joseph
24-35-28-00-800	2408355	1.03	Patel, Atul
24-35-28-00-801	2408356	1.03	Albright, W Douglas
24-35-28-00-802	2408357	1.13	Erlman, James; Molto, Roque; Dooley, Edward
24-35-28-00-805	2408360	1.03	Koontz, Doris M
24-35-28-00-808	2441803	1.13	Joseph, Ceio; Joseph, Marietta
24-35-28-00-809	2443045	0.93	Carpiniello, Anthony

This map was compiled from Geographic Information Services and does not reflect an actual survey.
It is intended for reference purposes only. © 2020

Application # **PZ** -_____- _____

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

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/ Local Planning Agency 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. **Type of Application:**
   - ☐ Small-scale Comprehensive Plan map amendment
   - X Large-scale Comprehensive Plan map amendment
   - ☐ Large-scale Comprehensive Plan text amendment
   - ☐ Emergency Comprehensive Plan amendment
   - ☐ Development Regional Impact (DRI)
2. **Existing Future Land Use Category (*if applicable*):** _____
3. **Proposed Future Land Use Category (*if applicable*):** LDR
4. **Existing Zoning Category (*if applicable*):** _____
5. **Proposed Zoning Category (*separate application*):** PUD
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** N/A
7. **Proposed text amendment policies (*if applicable*):** N/A
8. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Cantwell & Goldman, P.A.

   Name: Kimberly Bonder Rezanka

   Mailing Address: 96 Willard Street, Suite 302

   City: _____ State: FL Zip Code: 32922

   Phone #: (321) 639-1320 Fax #: (321) 639-9950

   Mobile #: _____ E-mail: kim@cfglawoffice.com

9. **Property Owner Information:** * *Check here if same as Applicant* ➔ ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Properties, Inc., a Florida corporation

Name: Roger Miller, President

Mailing Address: 2601 Biscayne Blvd.

City: Miami State: FL Zip Code: 33137

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

Company (if applicable): Gigi II, LLC

Name: Adam Gersten, Manager

Mailing Address: 995 NE 72nd Terrace

City: Miami State: FL Zip Code: 33138

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

Company (if applicable): Jacob Aaron Corporation

Name: Roger Miller, President

Mailing Address: 2601 Biscayne Blvd.

City: Miami State: FL Zip Code: 33137

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

10. **Applicant's Representatives:** * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

11. Property Information (*if applicable*):

Street Address and Location: SR 520 and SR 524.

Parcel ID: ** If more than three Parcel IDs, attach additional sheet with Parcel IDs.*

SEE ATTACHED

□□-□□-□□-□□-□□□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: ** If more than three Tax Account #s, attach additional sheet with Tax Account #s.*

□□□□□□□ □□□□□□□

□□□□□□□

Land Area: _____ square feet or 122.58 acres

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: residential subdivision

12. 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 obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. √ **Petition.** Complete the Comprehensive Plan Amendment/ Development of Regional Impact petition form. A sample "Petition" form is available from the City.

d. √ **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.

e. √ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. √ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization oragent 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.

g. √ **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).

h. √ **Certified boundary survey.** Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.

i. √ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. √ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.** *The Amendment will provide a City FLU for the Property, as it currently retains the RES2 Brevard County Designation. RES2 is a low density classification, as is the City LDR designation. This LDR is appropriate since the County designation to the west is RES1, while the City land to the east of the Property is MDR; this is an appropriate transition designation.*

k. √ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.** *None.*

l. √ **An analysis of the impact of the amendment on all public facilities, if any.** *See Petition, attached, for analysis.*

m. √ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.** *See Petition, attached, for analysis.*

n. √ **An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan.** *See Petition, attached, for analysis.*

o. √ **An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted.** *See Petition, attached, for analysis.*

p. √ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.** *See Petition, attached, for analysis.*

q. √ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.** *See Petition, attached, for analysis.*

r. ☐ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

s. √ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners. *See sketch, attached.*

13. **Application filing deadline.** The application filing deadline for Small-scale and Emergency Comprehensive Plan amendments and Developments of Regional Impact is on the second Tuesday of each month for public hearings that are held two (2) months later. The application filing deadline for Large-Scale Comprehensive Plan amendments is the second Tuesday of January and June of each year for public hearings that are held in March and August, respectively.

14. **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!

15. **Dates and locations of public hearings.** All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

16. **Board types.** The Planning & Zoning Board/ Local Planning Agency 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Planning & Zoning Board/ Local Planning Agency 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.

22. **City Council action.** *Small-scale amendments* require two separate City Council public hearings, after which the amendments are transmitted to the Department of Community Affairs (DCA) for review. If approved, the typical effective date is thirty-one (31) days after City Council adoption. *Large-scale amendments* also require two separate City Council public hearings. However, between the two hearings, the amendment must be transmitted to DCA for detailed review. This process typically takes seventy-five (75) days, after which City Council may hold the second hearing. If approved by Council, the amendment is retransmitted to DCA for final approval. The typical effective date is about sixty (60) days after City Council adoption. City Staff can further clarify the details of this process and the processes for the other types of amendments covered by this application.

23. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD

I, KIMBERLY B. REZANKA, being first duly sworn, depose and say that:

☐ 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.

Kimberly B. Rezanka

Kimberly B. Rezanka

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 29th day of January, 2020, Kimberly B. Rezanka on behalf of First National Real Estate Company, a Florida corporation, successor by merger with Cape Canaveral Heights Properties, Inc., a Florida corporation; GIGI II, LLC; and Jacob Aaron Corporation, who is ☑ Personally Known ☐ or has Produced Identification ☐ Type of I.D. Produced _____

NOTARY PUBLIC STATE OF FLORIDA

Patricia L. Clark
Comm.#GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary

Patricia L. Clark

Patricia L. Clark
Notary Public – State of Florida

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:

Property Information (*if applicable*):

Street Address and Location: Located in Brevard County, generally north of State Route 524 and 520 and west of Adamson Road.

Parcel ID:

*Brevard County Tax Parcel Identification No.

24-35-28-00-01

** Brevard County Tax Parcel Identification No.

24-35-28-00-45	24-35-28-00-752	24-35-28-00-756	24-35-28-00-774

***Brevard County Tax Parcel Identification Nos.

24-35-28-00-7	24-35-28-00-17	24-35-28-00-20	24-35-28-00-28	24-35-28-00-46
24-35-28-00-47	24-35-28-00-56	24-35-28-00-57	24-35-28-00-61	24-35-28-00-71
24-35-28-00-754	24-35-28-00-758	24-35-28-00-760	24-35-28-00-763	24-35-28-00-764
24-35-28-00-766	24-35-28-00-770	24-35-28-00-771	24-35-28-00-772	24-35-28-00-778
24-35-28-00-779	24-35-28-00-780	24-35-28-00-781	24-35-28-00-782	24-35-28-00-786
24-35-28-00-789	24-35-28-00-790	24-35-28-00-791	24-35-28-00-792	24-35-28-00-793
24-35-28-00-794	24-35-28-00-795	24-35-28-00-796	24-35-28-00-797	24-35-28-00-798
24-35-28-00-803	24-35-28-00-806			

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* First National Real Estate Company

**GIGI, II, LLC

***Jacob Aaron Corporation

DESCRIPTION:
A parcel of land lying in the east 1/2 of Section 28, Township 24 South, Range 35 East, Brevard County, Florida and being more particularly described as follows;

Begin at the intersection of the westerly right-of-way line of Adamson Road and the northerly right-of-way line of State Road No.524; thence South 53°26'00" West, along the north right-of-way line of said State Road No.524, a distance of 388.37 feet to the southeast corner of lands as described in O.R. Book 3582 Page 2877; thence North 36°34'01" West, along the east line of said lands, a distance of 330.00 feet to the northeast corner of said lands; thence South 53°26'01" West, along the north line of said lands as described in O.R. Book 3582 Page 2877 and the north line of lands as described in O.R. Book 2756 Page 302 and the north line of lands as described in O.R. Book 3582 Page 2875 all of the Public Records of Brevard County, Florida, a distance of 396.00 feet to the northwest corner of said lands as described in O.R. Book 3582 Page 2875; thence South 36°34'01" East, along the west line of said lands as described in O.R. Book 3582 Page 2875, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 324.01 feet to the southeast corner of lands as described in O.R. Book 6374 Page 2660 of said Public Records; thence North 36°33'56" West, along the east line of said lands, a distance of 330.01 feet; thence South 53°26'01" West, along the north line of said lands, a distance of 132.00 feet; thence South 36°34'01" East, along the west line of said lands, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 414.94 feet; thence North 36°33'59" West, along said northerly right-of-way line of State Road No.524 and the northerly right-of-way line of State Road No.520 a distance of 32.00 feet to a point on the arc of a 1100.08 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 27°19'20", a distance of 524.58 feet said curve having a chord bearing of South 73°27'48" West and a chord distance of 519.63 feet to the Point-of-Tangency; thence South 87°39'42" West along the north right-of-way line of State Road No.520 a distance of 20.59 feet to the Point-of-Curvature of a 1100.25 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 17°43'17", a distance of 340.30 feet said curve having a chord bearing of North 82°56'22" West and a chord distance of 338.95 feet; thence North 74°06'29" West, along said northerly right-of-way line, a distance of 403.04 feet to a point on the north-south midsection line of said Section 28; thence North 00°15'37" East, along said north-south midsection line, a distance of 2855.32 feet to a point on the south line of a FPL agreement as recorded in O.R. Book 561 Page 876 of said Public Records; thence South 89°46'43" East, along said south line, a distance of 2055.51 feet to the northwest corner of lands as described in O.R. Book 3766 Page 1897 of said Public Records; thence South 01°02'16" West, along the west line of said lands and the west line of lands as described in O.R. Book 7566 Page 2584 of said public records, a distance of 937.42 feet to the southwest corner of said lands as described in O.R. Book 7566 Page 2584; thence North 89°47'35" East, along the south line of said lands, a distance of 303.17 feet to the northwest corner of lands as described in O.R. Book 7594 Page 1640 of said Public Records; thence South 01°09'41" West, along the west line of lands as described in O.R. Book 7594 Page 1640, O.R. Book 7476 Page 1366 and O.R. Book 7612 Page 1300 all of said Public Records a total distance of 565.24 feet; thence South 89°35'24" East, along the south line of said lands as described in O.R. Book 7612 Page 1300, a distance of 256.24 feet to a point on the aforesaid west right-of-way line of Adamson Road; thence South 01°12'27" West along said west right-of-way line a distance of 387.12 feet to the Point-of-Beginning.

Less and except the following tax parcels:
Tax Parcel 10 as described in Official Records Book 5517-page 272.
Tax Parcel 34 as described in Official Records Book 2452-page 1409.
Tax Parcel 755 as described in Official Records Book 2740-page 1696.
Tax Parcel 757 as described in Official Records Book 7612-page 996.
Tax Parcel 759 as described in Official Records Book 3464-page 800.
Tax Parcel 773 as described in Official Records Book 2464-page 140.
Tax Parcel 776 as described in Official Records Book 2486-page 612.
Tax Parcel 777 as described in Official Records Book 2486-page 618.
Tax Parcel 787 as described in Official Records Book 6962-page 497.
Tax Parcel 788 as described in Official Records Book 6323-page 2902.
Tax Parcel 800 as described in Official Records Book 5685-page 6510.
Tax Parcel 801 as described in Official Records Book 4324-page 3073.
Tax Parcel 802 as described in Official Records Book 5774-page 8012.
Tax Parcel 805 as described in Official Records Book 7570-page 375.
Tax Parcel 808 as described in Official Records Book 5383-page 1892.
Tax Parcel 809 as described in Official Records Book 3412-page 1117.
All as found in the Brevard County Public Records.

NOTE:
SEE SHEET 1 OF 3 FOR GRAPHICS, LINE TABLE AND CURVE TABLE. SEE SHEET 3 OF 3 FOR LESS AND EXCEPT TABLE, LEGEND, NOTES AND CERTIFICATION.

Containing 122.5 acres more or less and being subject to any easements and/or rights-or-ways of record.

Sec.: 28	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 04/03/19
Twp.: 24 South	CAPE CANAVERAL HEIGHTS PROPERTIES, INC.; GIGI II LLC AND JACOB AARON CORP.	Scale : NTS
Rng.: 35 East	BREVARD COUNTY FLORIDA	P. N. : 391801
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No. 2 of 3
Drn. by : JCC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	
Chk. by : JBC		

COMPREHENSIVE PLANAMENDMENT/ DEVELOPMENT OF REGIONAL IMPACT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment/ development of regional impact as specified below:

In order to approve a comprehensive plan amendment/ development of regional impact, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) 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/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

The proposed CPA will favorably impact the City Budget as the future development of the anticipated residential subdivision will increase the City tax base. The Cocoa Police Department and the Fire Department have indicated that they will be able to provide service with the existing resources (and the Fire Assessment).

b. Whether the proposal will diminish the service level of public facilities.

Public facilities, other than Police and Fire discussed above, of roads, water, sewer and electric service will not be diminished. See Exhibit "A".

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

There are no known historical resources in the Property subject to the FLU change.

There are wetlands in the Property, many of which will be persevered by a conservation designation or easement.

Wetlands will only be impacted minimally as needed for the proposed subdivision.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.

The proposal is consistent with the goals, policies and objectives of the state comprehensive plan and the East Central 2060 Plan. This project will avoid development in the most critical ecosystems and promote denser growth along a transit corridor. The Project will also provide new housing with subdivision amenities that are more affordable than housing being constructed in the Viera or North Merritt Island areas. This area is not vulnerable to flooding or hurricane evacuations, and has proper infrastructure for a subdivision. The subdivision will be designed for live-ability and outside activities, for a sense of community.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

The proposal will favorably affect the City's ability to provide adequate public services and will not reduce the level of services below the level set in the comprehensive plan. The access will be off of State Road 524, an arterial road or high classification of roadway, which has sufficient capacity. See Exhibit "A" for other public service information.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

The proposal is compatible with the single-family nature of the surrounding area, and with the existing subdivisions in the City such as Fern Meadows, Adamson Creek and Emerald Lakes.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

The proposal will have a favorable effect on the ability of people to find adequate housing that is reasonably accessible to their places of employment because of the Project's proximity to two state highways – SR524 and SR520 – and to I-95.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

See attached.

Kimberly B. Rezanka
Applicant's Signature

1/29/2020
Date

Kimberly B. Rezanka
Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

ADDENDUM TO
COMPREHENSIVE PLAN AMENDMENT/
DEVELOPMENT OF REGIONAL IMPACT PETITION

PETITIONERS: First National Real Estate Company; Gigi II, LLC; Jacob Aaron Corp.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

The proposed amendment is consistent with all elements of the City's Comprehensive Plan.

Future Land Use

Policy 1.1.2.3: Low Density Residential. The subdivision will be developed as a Planned Unit Development (PUD), consistent with LDR requirements and with open space and recreational uses. More intensive development would not be appropriate due to wetlands that exist on the Property. The smaller lot sizes will result in the efficient use of land and protection of the natural wetlands systems.

Objective 1.1.7: Natural Resources. The Project will protect and conserve the wetlands and wetland functions on the Property.

Policy 1.1.10.3: The Property will utilize an innovative land use development pattern of a PUD and possible clustering.

Transportation

Policy 2.1.5.1: The Owners will provide required rights-of-way and easements for the subdivision.

Policy 2.1.6.2: Sidewalks will be installed as required by the City.

Objective 2.1.11: Access. Access to the Project from SR524 shall be limited to the minimum number necessary to provide safe and reasonable access.

Housing

Goal 3.1: This Project will provide decent, safe and sanitary housing to meet the needs of present and future population of the City.

Policy 3.1.1.2: This Project will provide another choice of single-family housing, on lots smaller than the agricultural parcels that are currently located – and undeveloped – in this area.

Sanitary Sewer

Policy 4.1.1.3: The Project will meet the adopted levels of service for wastewater generation.

Objective 4.1.2: Sanitary Sewer is available from Brevard County.

Policy 4.1.5.2: All new collection lines and lift stations constructed by the Owners will meet the City Standards and dedicated to the City, at the City's option.

Stormwater Management

Policy 6.1.1.1: The Project shall meet the post-development groundwater recharge rates required by the City

Policy 6.1.1.4: The Project shall not alter the natural drainage patterns to the St. Johns River or the storage capabilities of the Property.

Policy 6.1.4.4: The Project's stormwater managements systems will be designed to meet the rules and criteria of the City, SJRWMD and DEP, as applicable.

Potable Water

Policy 7.1.1.3: Adequate water supplies are available from the City for this Project.

Policy 7.1.4.1: The Project will meet the City's land development regulations for water conservation strategies, as available (reclaimed water is not currently available).

Recreation and Open Space

Policy 10.1.3.1: The subdivision will provide bicycle and pedestrian connections to the recreational facilities provided.

Policy 10.2.1.6: The uses in the open space and conservation areas in the subdivision will be limited to those compatible with and which preserve the natural character of the area.

Public School Facilities

Goal 11.1: Adequate school capacity is available to accommodate enrollment for the City residents that will reside in this subdivision.

Objective 11.1.2: The Owners have submitted a School Concurrency Application to the School Board. However, a recent School Impact Analysis for a 52-acre project, approximately one-half mile to the west of this Project, reveals projected available capacity for this Project. *See* Exhibit "B", School Concurrency Letter, for use by Staff for analysis.

Conservation

Policy 12.1.3.5: A demonstrably secure source of potable water is available to meet the demands of the Project.

Objective 12.1.6: The Project will protect, conserve and maintain the natural functions of the City's ecological zones.

Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved, and impacts to wetlands will be minimized and mitigated when unavoidable.

Policy 12.1.7.2: The Project shall preserve the natural functions of the floodplains when practical.

Potable Water: The annexation study area is currently served by the City of Cocoa for potable water services. The City has a 36" PCCP (Pre-Stressed Concrete Cylinder) distribution line located within the right-of–way of State Road 524. Within the right-of-way of State Road 520 the City of Cocoa has a 36" PCCP distribution line and a 54" PCCP distribution line. The City also has a network of water service lines including a 12" AC (Asbestos Cement) water main located within the right-of-way of Adamson Road. See Exhibit 6, 7 and 8.

Wastewater: The annexation study area is currently served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains. The City of Cocoa and Brevard County will need to enter into service agreements for this annexation. See Exhibit 9.

Reclaimed Water: The annexation study area is not currently served by Brevard County or the City of Cocoa for reclaimed water services. The City of Cocoa reclaimed water services are expanding to the west with developments like Integra on State Road 524 and with continued expansions will serve this area in the future.

Electric Service: The annexation study area is served by Florida Power & Light for electric services. If annexed, the neighborhood will remain with Florida Power & Light and there will be no interruption of service. Upon annexation, electric rates will remain same.

Solid Waste: The annexation area is currently served by a private solid waste contractor, Waste Management for garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management will continue to provide service to this area.

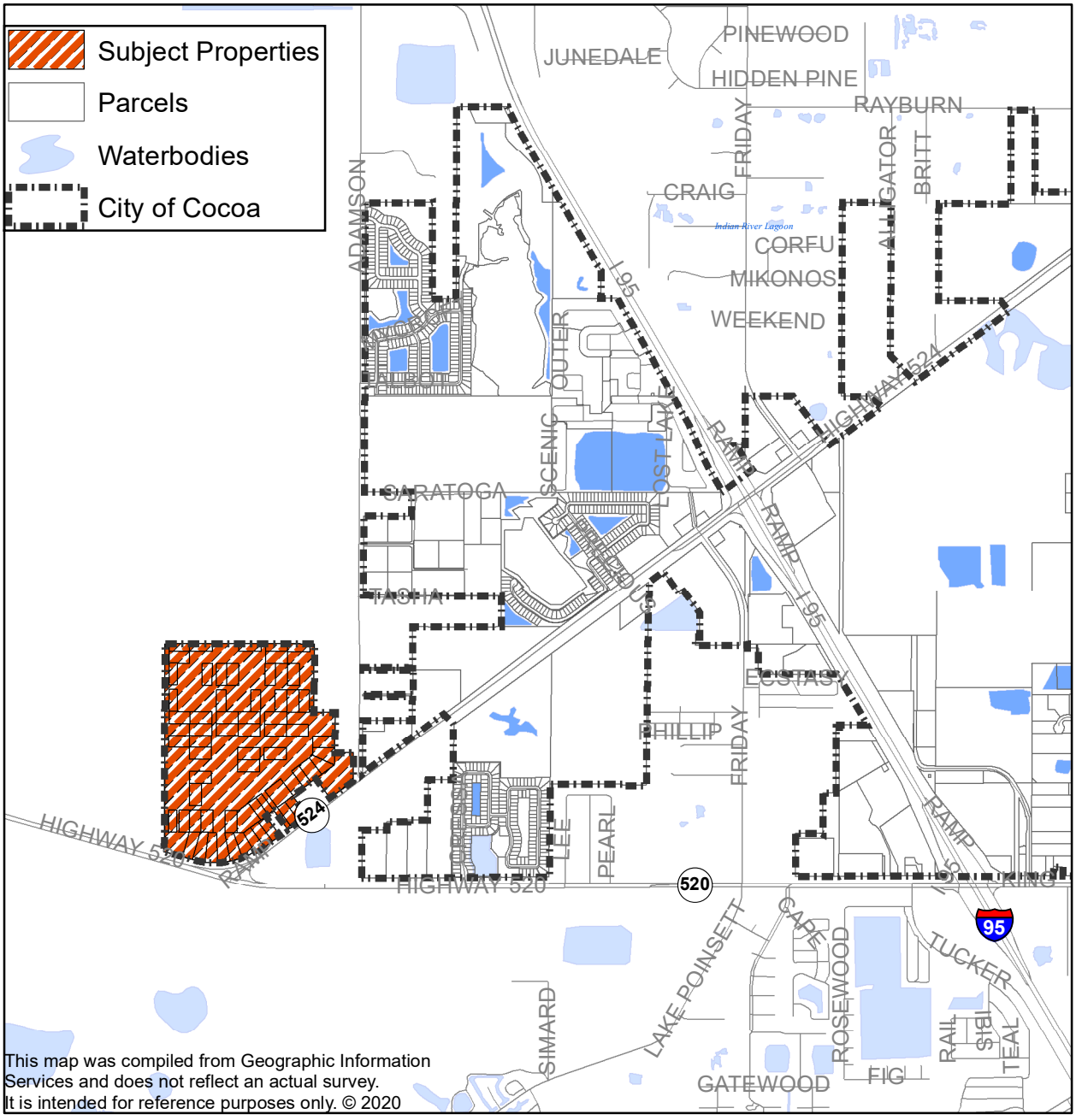
Stormwater Management: The Annexation Study Area will be subject to the City of Cocoa's stormwater utility program upon annexation. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which will provide a special benefit to the Annexation Study Area including, but not limited to, maintenance for the retention ponds and drainage features in the area. The amount of the stormwater special assessment would vary depending on the amount of imperviousness on each property, and on whether the annexed properties have existing on-site stormwater management systems and will be billed on the annual tax bill.
The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) Assessment Rates for Single Family Parcels (residential)*

Tier 1: 400-2,300 sq. ft. of impervious area	Tier 2: 2,400-4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$71.96	$110.71	$192.64

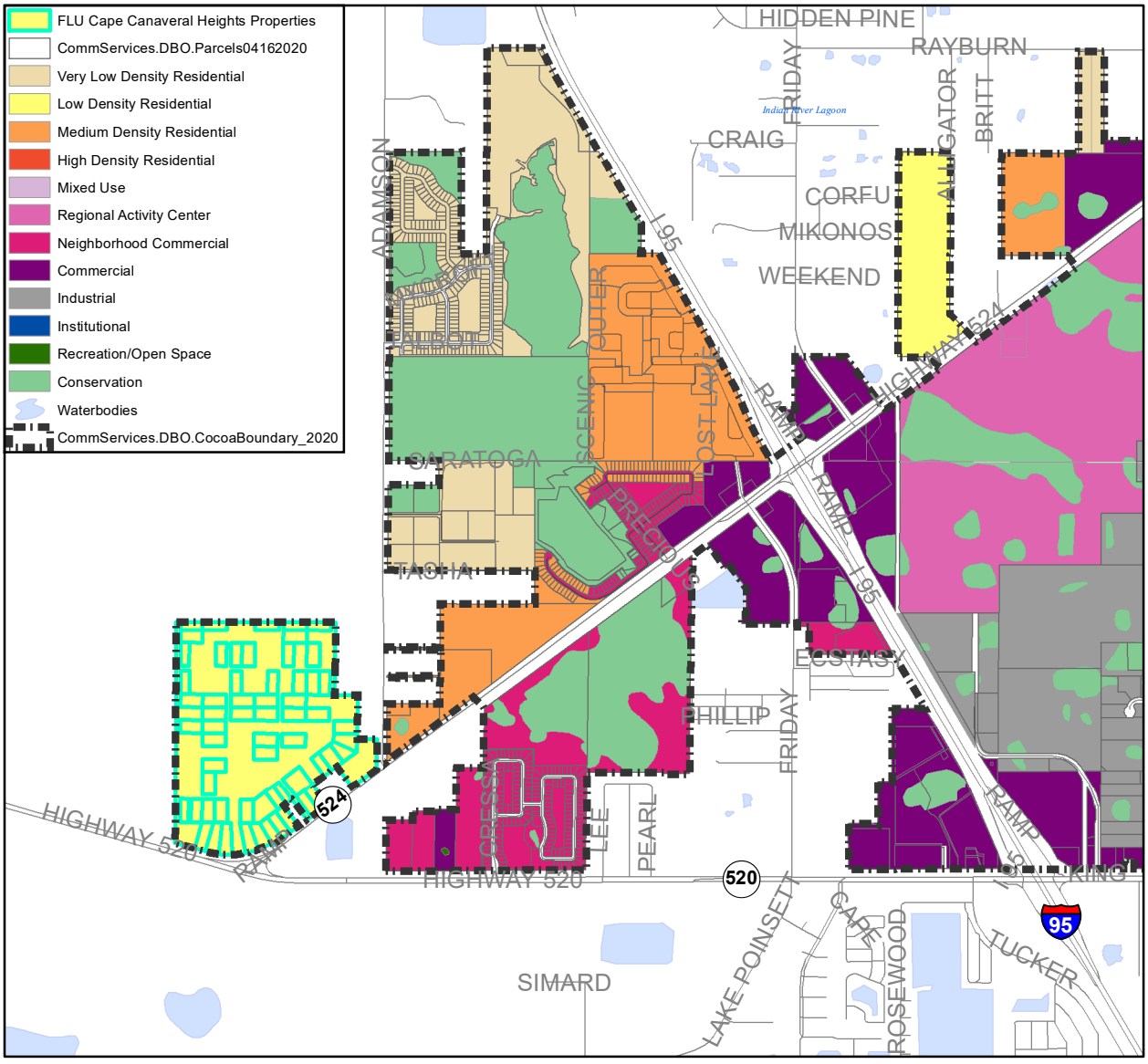
*Independent of any common area associated with the parcel.

Assessment Rates for Non-Single-Family Parcels per Equivalent Residential Unit (ERU) is $110.71.

Cape Canaveral Heights
PZ# 20-00500001
Ordinance 04-2020



Proposed
Future Land Use Map
for
Cape Canaveral Heights
PZ# 20-00500001



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2020

Angela Essing

From: chappie51515 <chappie51515@gmail.com>
Sent: Tuesday, June 16, 2020 4:20 PM
To: Angela Essing
Subject: Parcel ID 24-35-28-00-755

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good afternoon,

My name is Tammy (Green) Clower and I own the property mentioned above. This property has been in my name for well over 30 years. It's my understanding that this parcel is being considered for rezoning from Brevard County to the city of Cocoa for the purposes of residential double occupancy.

Since 2009 my property taxes have more than tripled, for a piece of land locked land. There isn't any home or residental dwelling on the property. I do have a storage trailer and an pole barn where a boat is kept. Like I mentioned in 2009 the taxes were $81.66 and in the past 5 years they have been

2015 $379.04
2016 $326.83
2017 $312.28
2018 $404.06
2019 $318.48

Other than the fact that I own this land in your jurisdiction what am I paying for? No sewage, no trash removal, no one living on the property, no children going to school. This is just a piece of land locked parcel used for storage.

If this is rezoned to the city my concerns are 1st and formost the development around my parcel resulting in overcrowding. Which means this will no longer be a safe place for storage. It would also mean higher taxes, more noise, and traffic.

2nd This area is a marshy swamp area prone to flooding. Over the past 30 years my Dad has worked hard to build up parts of this property for access and dug a pond where the excess water runs. Even with all his hard work the property still floods with heavy rains. With the surrouding areas being built up for housing we will certainly be under water.

Which leads to my next concern for the deer, hogs, bob cats, turkeys, snakes, and countless number of birds in the area. Where are they going to go?

I was also informed that someone wanted to purchase my parcel to build on. My question is am I going to be strong armed out? If thisnis happening with the though of being the current owners out, shouldn't thise owners be contacted first?

My Dad has a home on a parcel linked to mine. We have been in this area for close to 40 years. We as a family built the home my Dad resides in. Before that we had cows, pigs, chickens, rabbits, horses, we built bon fires,

and played in the woods. It was on this property where me and my sisters learned to drive, yes in the woods with the windows down and the radio blaring hitting the ruts and laughing. There isn't any amount of money in this world that can buy the memories this property holds for us.

So in the interest of me and my family we are sincerely against the rezoning of this area. It will also be a cold day in....well let's just say Florida will have a snow blizzard and icebergs before I would sell these memories.

Thank you kindly,

Tammy (Green) Clower

Sent via the Samsung Galaxy S20+ 5G, an AT&T 5G smartphone

Dorothy Selig

From: Heidi Byron
Sent: Tuesday, June 16, 2020 3:16 PM
To: Dorothy Selig
Subject: FW: Attn Dodie Selig PZ 20 00500001 Annexation of Land

Follow Up Flag: Follow up
Flag Status: Flagged

From: Dwight Coursey <thub18z50@reagan.com>
Sent: Tuesday, June 16, 2020 3:09 PM
To: Heidi Byron <hbyron@cocoafl.org>
Subject: Attn Dodie Selig PZ 20 00500001 Annexation of Land

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

I have tried to email the link given in the letter I received about the public hearing tonight, but the link does not accept traffic. Would you please forward this to the proper office? Thanks, Dwight Coursey

I reside at 600 Adamson Road and I object to the annexation of the land in question for several reasons.

The proposed Amendment is NOT consistent with Florida Statute Chapter 163 (FSC 163)as it goes against section 333.02 Sub Paragraph 9 which cites the need for discouragement of urban sprawl. If you look at the map of Cocoa City Limits the city resembles a cancer in its ragged spread around individual properties. FSC 163 Paragraph 9 a lists the primary indicators that a plan does not discourage the proliferation of urban sprawl which in include:

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

The city owns over 129 acres of land that is currently zoned for residential use sitting vacant in section 24-35-24-003.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The buildup of this land for the proposed use will result in the loss of natural lands that are being used by wild life and will likely cause flooding to occur along Adamson Road during heavy prolonged rains.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Part of the land being annexed now is being used to keep chickens for the purpose of having fresh eggs. If this land is annexed into the city that activity would have to cease.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

If the proposed Amendment and subsequent development of multiuse houses is approved the city will have to run water and sewer lines into the county to connect these newly annexed parcels of land. If they plan to use septic tanks it will greatly increase the likelihood of pollution of the ground water and cause problems for storm water management.

(IX) Fails to provide a clear separation between rural and urban uses.

A cursory look at the City Limits of Cocoa already shows a flagrant disregard for clear separation of rural and urban uses.

In conclusion it is clear that the City of Cocoa has land it can develop for housing already in its possession and this land grab from Brevard County is unnecessary at this time. If the Space Industry does take off and more housing land is required I suggest that subdivisions be planned using the land already encompassed by the sprawling city of Cocoa.

Regards,

SGM(R) Dwight Coursey

Sent from Mail for Windows 10

Legislation Details (With Text)

File #:	20-340	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	6/9/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approval of a PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Binding Development Agreement - Lakeside Palms West.pdf Exhibit B - Lakeside Palms West - Pre-Subdiv Plans.pdf Exhibit C - Lakeside Palms West - Pre-Subdiv Plat.pdf Exhibit D - Compensatory Storage Letter submittal 5-11-20.pdf Exhibit E - Geosyntec comment letter 1-28-19.pdf Exhibit F - Geosyntec comment letter 2-1-19.pdf Exhibit G - 2018-003 Lakeside Palms West Boundary & Topo 2-7-19 S&S.pdf Exhibit H - Response Letter to Geosyntec 1-30-19.pdf Exhibit I - Stormwater Technical Memo 1-30-19.pdf Exhibit J - Letter to Applicant 5-21-20 - compensatory storage.pdf Exhibit K - Compensatory Storage Letter re-submittal 6-1-20.pdf Exhibit L - Compensatory Storage Graphic.pdf Exhibit M - Flood Plain Map.pdf Exhibit N - SJRWMD permit application.pdf Exhibit O - possible lots lost for on-site storage.pdf LakePalmWest - Location Map.pdf Legal Ad Proof - FT-GCI0430040-01.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2020
Agenda Date: June 24, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
APPROVAL OF A PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots.

BACKGROUND:

The Applicant, Morgan & Associates Consulting Engineers, Surveyors Inc., on behalf of the property owner, Victory Judgement LLC, has requested approval of a Preliminary Subdivision/Large Scale Site Plan for a parcel of land on the west side of Clearlake Road identified as parcel # 24-36-31-00-750. The property contains 27.62 acres and is currently vacant land.

The application comprises a single-family subdivision with 87 lots (approximately 5 units per acre). The property is a former orange grove with the western portion of the parcel part of a larger wetland extending over several other adjacent properties.

Background Information/Original Application:
The Lakeside Palms West subdivision application and large scale site plan was originally submitted to the City on October 5, 2018. However, as explained below, the conditional approvals granted on February 13, 2019 expired and became null and void after one year.

At the time of the original subdivision application, the property was zoned RU-1-7. The applicant requested the property be rezoned to RU-2-15 with the intent to develop the subdivision under the RU-2-10 zoning district bulk regulations as allowed by the city code at that time. However, because the RU-2-10 zoning district was not intended to be applied throughout the city, Council provided staff direction to limit the applicability of the RU-2-10 zoning designation at the October 28, 2018 Council Meeting. Thereafter, the Applicant agreed to enter into a Development Agreement to ensure that amenities would be provided to serve the proposed subdivision in exchange for application of the RU-2-10 bulk regulations.

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

The subdivision and large scale site plan was reviewed by city staff and comments were provided to the applicant. However at that time the city did not have a certified floodplain manager on staff. The city contracted with Geosyntec Consultants to provide stormwater review for three preliminary subdivision applications including the Lakeside Palms West application.

On December 5, 2018, the Planning & Zoning Board recommended approval with conditions for the Lakeside Palms West Preliminary Subdivision/Large-Scale Site Plan.

On January 9, 2019, the City Council approved a rezoning of the subject parcel from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential).

On February 11, 2019, the City Council entered into a Development Agreement (Exhibit A) with the property owner, Victory Judgement, LLC allowing the development of the subdivision under the RU-2-10 zoning district bulk regulations with the requirement that several public amenities for the recreational enjoyment of the residents be incorporated into the subdivision, which was recorded in Brevard County Official Records Book 8384, Page 2900. This Development Agreement included a provision, consistent with Section 18-30 of the City Code, which requires the owner to apply for final subdivision approval within one year of the date of preliminary subdivision approval. Failure to do so would result in the preliminary subdivision approval to cease and become void.

On February 13, 2019, the City Council approved the Preliminary Subdivision with the same conditions recommended by the Planning & Zoning Board on December 5, 2018. After February 13, 2019, no further plans were submitted by the applicant to the Planning & Zoning Division. Revised plans were submitted to the Utilities Department addressing conditions specific to that department which were itemized in the City Council approval. That revised plan set was approved by the Utilities Department on March 1, 2019.

On February 20, 2020, the owner submitted a written request to extend the preliminary plat. However, it had expired and become void on its own terms by that time. On March 11, 2020, the City Council considered whether to find the owner in default under the Development Agreement, which would begin the process to terminate the Agreement, or to extend the permitting timelines in the Development Agreement for a 12-month period beginning on March 11, 2020 to allow for the owner to obtain floodplain development approval, a final site plan, and preliminary subdivision approval. The City Council decided to extend the timelines to allow the owner to refile for large scale site plan and preliminary subdivision approval.

On May 4, 2020, the applicant submitted the same preliminary subdivision plan and plat that were given conditional approval by the City Council in 2019. (Exhibits B and C respectively)

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

Zoning District: Current: RU-2-15 (Multiple Family Residential)

Existing Land Use: Vacant Land

Council District: District 1 - Councilman Alex Goins

Overview of Surrounding Area:

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

Preliminary Subdivision/Large Scale Site Plan Analysis

Consistency with the Code of the City of Cocoa

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

and economic resources of the city; and assure that land is developed in conformity with the land development plan of the city.

Staff has reviewed the Preliminary Subdivision/Large-Scale Site Plan application under the RU-2-10 zoning district regulations as provided for in the Development Agreement. The following bulk regulations are applied:

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

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

Staff has reviewed the conditions attached to Council's approval on February 13, 2019 as well as requirements of the City's Comprehensive Plan and zoning code and determined that the following requirements must be addressed:

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

2) The applicant must provide compensatory storage as required by the City of Cocoa Comprehensive Plan Policy 6.1.3.6 or provide sufficient evidence that such provision is not environmentally sound or economically feasible.

The applicant was apprised of these requirements in a conference call meeting on May 8, 2020. The conservation easement was an unmet condition of the 2019 Council approval. However, the compensatory storage requirement was unfortunately missed during the prior review of the application in 2018. The city contracted with a consulting firm to provide stormwater review of the floodplain requirements for this application along with two other preliminary subdivisions, which they did. However, they were not informed that they needed to address the requirements of the City's Comprehensive Plan, specifically the compensatory storage requirement of Policy 6.1.3.6, and therefore no comments were provided to the applicant related to this requirement.

At the time the 2018 application was reviewed, the floodplain consulting firm reviewed the application for consistency with the City's Flood Damage Prevention Code, Sections 6-300 through 6-380. Specifically, the floodplain consulting firm concluded that Section 6-332(2) had been satisfied, which provides as follows:

> For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

However, as explained below, the City's Comprehensive Plan contains additional requirements regarding compensatory storage. The compensatory storage requirement of Policy 6.1.3.6 is addressed thoroughly below under the Consistency with the Comprehensive Plan section.

The City Attorney's Office has provided the applicant with a conservation easement, which will be recorded prior to recording the final plat. The submitted preliminary subdivision / large-scale site plans have also been reviewed by City staff for consistency with Appendix A. Zoning of the City of Cocoa Code and found to be largely in compliance with the code. One condition of approval from the original submittal should be noted. The trees to be planted along the Clearlake Road frontage are listed as Live Oak trees on the plans. Because their location is underneath an overhead electrical power line, staff is requesting that the tree species be changed to different type which will not grow up into the power lines over time. Staff has agreed to allow the decision regarding which tree species to substitute for the Live Oaks to be delayed until the new buyer/builder of the subdivision can consult with the City's Public Works department.

Consistency with the Comprehensive Plan of the City of Cocoa

The Conservation Element of the City's Comprehensive Plan provides the following additional requirement related to placement of fill in the 100-year floodplain:

Policy 6.1.3.6: Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

On May 11, 2020, the applicant submitted a letter containing some information regarding the economic feasibility of providing compensatory storage for the subdivision. (Exhibit D) In addition, the following supporting documents were provided:

- Comment letter from Geosyntec Consultants, Jan. 28, 2019 (Exhibit E)
- Comment letter from Geosyntec Consultants, Feb. 1, 2019 (Exhibit F)
- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018 (Revised January 29, 2019) (Exhibit G)
- Lakeside Palms West Comments Response Letter, January 30, 2019 (Exhibit H)
- Lakeside Palms West Subdivision Floodplain Management Review Technical Memorandum, January 31, 2019 (Exhibit I)

On May 21, 2020, staff provided a letter to the applicant regarding the sufficiency of the applicant's compensatory storage compliance submittal. (Exhibit J)

On June 2, 2020, the applicant submitted a second letter regarding compensatory storage with some additional information. (Exhibit K)

Compensatory Storage is a means of balancing the impacts of development in the floodplain. For illustrative purposes, the attached graphic (Exhibit L) shows fill dirt being added on the left side of the picture. That fill dirt now takes up space that would normally hold water during a 100 year flood event. The fill displaces the water, which may cause floodwaters to spill over onto another property in the event of a flood. Because the displaced water needs to be stored in another location to prevent additional flooding, compensatory storage is required so as to "compensate" for the loss of water storage space. When providing compensatory storage, the developer creates new water storage through excavation of an area within that same 100 year floodplain able to hold the same volume of water as that which the fill dirt has displaced. In the graphic, compensatory storage is created by digging out fill dirt as shown on the right side of the picture. So, a developer adding 1,000 cubic yards of fill dirt to one part of a property would create compensatory storage by excavating 1,000 cubic yards of fill dirt in another location.

The applicant has taken the position that compensatory storage is not required to be provided because such compensatory storage cannot be accomplished in an environmentally sound and economically feasible manner in accordance with Policy 6.1.3.6. In order to adequately address the question of feasibility of compensatory storage for the applicant's project, City Staff provide the following analysis:

- Property Flood Map

  The attached Property Flood Map (Exhibit M) demonstrates that a vast majority of the proposed development is located within FEMA Flood Zone AE. Flood Zone AE is a special flood hazard area that is subject to inundation by the 1-percent-annual-chance flood event, as determined by FEMA. The base flood elevation (BFE) of this site is 17.0' based on the NAVD 88 Datum, which is a commonly used vertical elevation reference point for surveys and construction drawings. The existing elevations of the site generally range from approximately 15.0' to 17.0'. The proposed fill within the floodplain for this development is 16,028 cubic yards, as identified in the applicant's Technical Memorandum letter dated January 30, 2019. This is the amount of fill being placed at the existing elevations up to the BFE of 17.0'. This site does not appear to have enough uplands to provide the required 1:1 compensatory storage. The proposed site plan indicates that 6.68 acres of the 27.92-acre site will be held as preservation and not impacted. The remaining portion of the site

will be brought to elevations ranging from approximately 21.40’ to 22.75’, excluding the stormwater pond.

- Brief Floodplain Overview

  Floodplains are generally low lying areas that are subject to flooding and are adjacent to or near a body of water. A floodplain can typically become inundated with water during long rain events that can cause the body of water to swell. The floodplain associated with the Lakeside Palms West development is part of the St. Johns River floodplain, which is a very large floodplain. This particular floodplain can swell from both local and non-local rain events. Since the St. Johns River flows south to north, a long sustained rain event at its headwaters could theoretically cause utilization of the floodplain near the City of Cocoa without a rain event within the City of Cocoa area. In order to properly provide compensatory storage for a floodplain, the storage area needs to be hydraulically connected to the floodplain. This allows the storage area to be utilized by the rising water.

- Site Plan Modifications for Compensatory Storage

  As previously mentioned, the site does not have adequate uplands for a 1:1 compensatory storage ratio. While it is not a favorable practice, one option would be to excavate the 6.68-acre preserve area (Tract C) to provide for additional compensatory storage. For this to be successful, the water table would need to be lower than the existing ground elevation. According to the Geotechnical Engineering Report submitted to SJRWMD by the applicant (Exhibit N), the existing groundwater elevations were approximately 2.3’ below the existing grade. The seasonal high water table is estimated to be 2’ higher, leaving approximately 0.3’ for possible excavation with no room for error, which is not practical when making these types of measurements. Even if this was done successfully, only about 3,233 cubic yards would be provided. This would still leave about 12,795 cubic yards to account for. This option alone would likely cost over $1,000,000 for additional mitigation of wetlands, permitting, construction cost, and the replanting of natural fauna in that area. This demonstrates not only a financial impact but also an environmental impact since otherwise preserved lands would essentially be excavated for storage.

  The next on-site option would be to reduce the number of lots to account for the storage needed. This would require additional permit modifications, but would not require additional wetlands mitigation since any wetlands within the actual developed areas have already been mitigated. Since the groundwater table is lower as you move from west to east in the property, an average excavation depth of 1.0’ could be assumed for additional storage. Note that if this became a viable option, much more analysis would need to be performed to make a final determination on the depths and available volume for compensatory storage. Based on rough calculations, providing compensatory storage within the site would likely require the reduction of approximately 30 lots. A conceptual drawing depicting this impact is attached. (Exhibit O) This would require a redesign of the site to include stormwater conveyances, roadway network, water and sewer line adjustments, and lift station relocation. This demonstrates a financial impact since the site would have to be completely redesigned.

- Offsite Compensatory Storage (Brevard County FIRM)

  To provide adequate off-site compensatory storage for the impacts of this development, a somewhat similar-sized parcel would need to be available with uplands. A possible option would be to utilize a parcel with wetlands if the water table was low enough to provide space for excavation. This would require more wetland mitigation and permitting. This, again, is a financial and environmental impact. Scraping wetlands for the use of storage requires the elimination of that natural wetland, just to restore it at a lower elevation. Even the use of uplands for compensatory storage would require permitting and design for that site. While it appears that there may be some adequately sized parcels to provide this storage, all of those parcels are already located within the floodplain. Parcels located outside of the floodplain, with available uplands would come at a premium price due to the very limited availability of vacant property outside of the floodplain. As provided in the list of potential sites below, the upland areas afforded by properties within one mile of the subject property are extremely limited or are very costly.

  The following is a list of potential sites currently for sale within 1 mile of the subject site:

  - 2250 Pluckebaum Rd. - 20 acres - $595,000 - area of upland adjacent to driveway (too small)
  - 555 S. Range Rd. - 14 acres - $795,000 - area of upland next to lake (too small)
  - W. King St. - 0.71 acres - $150,000 - area of upland next to SR520 (much too small)
  - W. King St. - 0.27 acres - $299,000 - all upland (too small)

- Lake Dr. - 8.5 acres - $325,000 - all upland but 80% existing wetland
- School and Palm St. - 18 acres - $1.5 million - all upland but cost prohibitive

In sum, it is staff's opinion that Policy 6.3.1.6 has been satisfied because compensatory storage will not be environmentally or economically feasible for this site. As stated above, there are insufficient upland areas, i.e., areas not within the 100-year floodplain, available either on-site or off-site to provide compensatory storage either because of the extent of the floodplain boundaries or because acquisition would be extremely costly. The only remaining options for compensatory storage on-site would be to use Tract C, as currently shown on the plat, or to expand Tract C and reduce the subdivision by approximately 30 lots with a redesign of the project. The applicant has submitted a brief economic feasibility analysis in its June 1, 2020 letter regarding Floodplain Management Requirements (Exhibit K). Based on the applicant's information, use of Tract C as currently shown on the plat would yield only about 3,233 cubic yards of the 16,028 cubic yards required, at a cost of nearly $1 million. This cost would be associated with mitigation of the wetlands scraped, which would be paid during the initial permitting and entitlement process. Accordingly, use of Tract C as shown on the plat for compensatory storage would result in the following financial consequences to the owner:

$600,000 acquisition cost
+ $250,000 surveying, environmental studies, site engineering, etc., fees to date
+ $1 million mitigation costs for compensatory storage
Total $1,850,000 (not including property taxes paid to date)

According to the applicant, a national homebuilder will pay approximately only $14,000 to $19,000 for fully entitled lots in this market. With the little compensatory storage that could be provided in Tract C, the entitled lot cost for 87 lots would reach $21,264.26.

Analyzed differently by evaluating the total costs to a homebuilder and using the information provided by the applicant, a homebuilder would pay the following:

$1.2 million ($14,000 per lot x 87 lots)
+ $1 million mitigation costs for compensatory storage
+ $18.4 million construction cost of homes ($212,000 x 87 homes)
Total $20,600,000 for land acquisition, compensatory storage and home construction (not accounting for debt service or other lot finishing and subdivision construction costs)

The applicant has stated that new homes generally will sell in this area at an average of $250,000, which would mean a total of $21,750,000. This demonstrates a profit may be achieved for a homebuilder overall, but leaves little room for other debt service and subdivision construction costs.

If Tract C were expanded and approximately 30 lots were removed from the subdivision as shown in Exhibit O, the following financial impact to the owner would occur:

$600,000 acquisition cost
+ $250,000 surveying, environmental studies, site engineering, etc., fees to date
+ $250,000 estimated surveying, environmental studies, site engineering for required redesign of the project (using costs incurred to date of project as a comparison)
Total $1,100,000

The applicant has stated a national homebuilder will pay approximately only $14,000 to $19,000 for fully entitled lots in this market. At this price, for 57 lots, the owner would only receive between $798,000 to 1,083,000 for a $1.1 million investment.

Use of off-site wetlands, assuming a parcel would be available to purchase with a water table low enough to provide space for excavation, would also involve similar mitigation costs as provided for use of Tract C plus the added expense of property acquisition.

The financial impact on the applicant is considered in light of the vast size of the St. Johns River floodplain. While the amount of fill proposed by the applicant in the floodplain is not insignificant and cumulative impacts of development in the floodplain may cause floodwaters to rise as more and more development is added to the floodplain, the City's contracted floodplain review firm previously found that the proposed development was not expected to negatively impact the base

flood elevation of the 100-year floodplain (See Geosyntec Consultants letter dated February 1, 2019 Exhibit F).

Concurrency Management/Adequate Public Facilities

Wastewater

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

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

Stormwater Management

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

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

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

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd} per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 87 proposed dwelling units the overall demand is 24,969 gpcd.

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

Solid Waste

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

service standards.

Roadways (Transportation)

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

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

Recreation

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

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

Schools

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

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval with one condition of the Preliminary Subdivision application at its meeting on June 16, 2020.

The Planning & Zoning Board approved the Large-Scale Site Plan application at its meeting on June

16, 2020 with the following condition:

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

RECOMMENDED MOTION:

Approval of the Preliminary Subdivision with the condition set forth below:

1. Provide a conservation easement for Tract C in accordance with s. 704.06, Florida Statutes.

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

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **VICTORY JUDGMENT, LLC**, a foreign limited liability company that is not registered in the State of Florida (hereinafter referred to as "Owner").

RECITALS

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

WHEREAS, Owner has requested, and the City Council of Cocoa approved on January 9, 2019, Owner's application to amend the zoning map classification for the Property described on Exhibit "A" from RU-1-7 to **RU-2-15** for the intended purposes of developing **single-family residential housing** on the Property (referred to as the "Zoning Approval"); and

WHEREAS, currently, Article XI, Sec. 5 of the Zoning Ordinance of the City of Cocoa ("Zoning Code") governing the RU-2-15 Multiple Family Dwelling District allows for the construction of single-family dwellings "as regulated by Section 4A, RU-2-10," which is the Low Density Single-Family and Multiple-Family District; and

WHEREAS, Section 4A of the Zoning Code allows for small, 5,000 minimum square-foot lots; and

WHEREAS, on October 24, 2018, the Cocoa City Council provided direction to city staff to prepare an amendment to the Zoning Ordinance, specifically related to eliminating the development of single-family housing utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas; and

WHEREAS, because the application for the Zoning Approval was already received by the City at the time the City Council gave its direction, the Owner, as part of its plan for the orderly development of the Property, wishes to propose a Concept Plan, which utilizes the RU-2-10 district regulations but also incorporates amenities for the residential subdivision to mitigate any negative impacts associated with utilization of compact lots; and

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. *Approval of Concept Plan.* In accordance with the terms and conditions of this Agreement, the Owner represents and warrants to the City that it will expeditiously develop the Property, at its expense, into a residential subdivision consisting of no more than eighty-seven (87) fee simple single-family dwellings with corresponding lots along Clearlake Road between SR 520

and Pluckebaum Road (the **"**Project**"**). The City and Owner agree that the Property shall be developed with single-family dwellings, as generally depicted on the Concept Plan which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Concept Plan"), which shall consist of a proposed concept site plan and aesthetic building elevations and other architectural renderings. The Concept Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting.

3. *Amenities.* The Concept Plan shall specifically include the following amenities to be incorporated in the development: a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over the stormwater pond, and a boardwalk and viewing deck over the wetland area.

4. *Further Permitting.* Notwithstanding the City's approval of the Concept Plan, Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, floodplain development permit or approval, preliminary and final plat, and building permits, as and to the extent applicable by City Code. The submittals shall be consistent with the Concept Plan in all material respects and in compliance with the City Code, except as provided herein. The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be modified slightly to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the number of lots or proposed density; or (c) a reduction in the required neighborhood amenities. Owner further acknowledges and agrees that the Concept Plan was not presented to the City with final specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be

submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Owner and the City agree that the Concept Plan is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Owner 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 Owner shall be responsible for all recording fees associated with this Agreement.

5. *Timing of Future Permitting.* Within six (6) months from the Effective Date of this Agreement, the Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and preliminary plat approval for the Project consistent with the Concept Plan. The Owner shall obtain approval of the site plan and preliminary plat within twelve (12) months of the Effective Date of this Agreement. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default pursuant to Section 7 of this Agreement. If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. Pursuant to Section 18-30 of the City Code, the Owner 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 was approved by the City.

6. *Property Association; Architectural Covenants.* No later than final plat approval for the Project, the Owner shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association’s responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and

common facilities and amenities, including stormwater retention facilities, common walkways and boardwalks, alleys and drive aisles, landscaping, and open space, all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. The Owner may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required by the Owner or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. The Owner shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Concept Plan.

7. *Default/Termination.* Unless termination of this Agreement is expressly authorized elsewhere herein, this Agreement may be terminated by Owner only with mutual written agreement of the City. In the event that Owner shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Owner written notice of such default. Owner shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the **"Cure Period"**). If Owner shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law or in this Agreement including, but not limited to, termination. Upon termination for any reason, the City may initiate a rezoning of the Property to the pre-Zoning Approval zoning district, the advertising and noticing costs of which shall be borne by the Owner.

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

regulations as they may apply to the Property.

9. *Covenant Running with the Land.* This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council.

10. *Violations.* Violation of this Agreement will also constitute a violation of the Zoning Code, and this Agreement may be enforced as provided therein or in the City Code.

11. *Notices.* 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 Agency:
John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Owner:

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.

12. *Representations and Warranties.* The Owner hereby agrees and makes the following representations and warranties to the City:

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

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

(c) Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

(d) Owner represents and warrants that it is licensed by and in good standing with the State of Nevada as a limited liability company.

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

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

15. *Modification.* 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.

16. *Entire Agreement.* This Agreement and all attached exhibits hereto supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

17. *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.

18. *No Agency.* The relationship of the parties to this Agreement is contractual and

Owner is 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.

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

20. *Reservation of Police Powers.* Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

21. *Drafting.* 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.

22. *No Third-Party Beneficiary.* 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.

23. *Strict Compliance.* 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.

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

25. *City Police Powers.* 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 Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Owner is in breach of any term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:	**CITY OF COCOA, FLORIDA**
_____	By:_____
Witness 1	**John A. Titkanich**, **Jr., City Manager**
_____	
Print Name of Witness 1	Attest:
_____	By:_____
Witness 2	Name: _____
_____	
Print Name of Witness 2	Date:_____

STATE OF FLORIDA

COUNTY OF BREVARD

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

_____
Notary Public

Commission No.: _____

VICTORY JUDGMENT, LLC, a Nevada limited liability company

By: _____
Managing Member

Print name: _____

Date: _____

Signed, sealed and delivered in the presence of:

Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF NEVADA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as managing member of Victory Judgment, LLC, a Nevada limited liability company. He is ___ personally known to me or ___produced the following identification _____ and did not take an oath.

_____
Notary Public

Commission No.: _____

EXHIBIT A
Legal Description

EXHIBIT B

Concept Plan

LAKESIDE PALMS WEST SUBDIVISION

CLEARLAKE ROAD
COCOA, FLORIDA

SHEET INDEX

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C-1	COVER SHEET
C-2	GENERAL NOTES
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C-4	SITE PLAN
C-5	PAVING, GRADING & DRAINAGE PLAN
C-6	UTILITY PLAN - SANITARY SEWER
C-7	UTILITY PLAN - WATER & REUSE
C-8	PLAN & PROFILE - STA 10+00 TO 16+00
C-9	PLAN & PROFILE - STA 16+00 TO 21+00
C-10	PLAN & PROFILE - STA 21+00 TO 27+00
C-11	PLAN & PROFILE - STA 27+00 TO 32+50
C-12	PLAN & PROFILE - STA 32+50 TO 37+00
C-13	PLAN & PROFILE - STA 37+00 TO 39+00
C-14	CROSS SECTIONS
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C-16	DETAILS
C-17	CITY OF COCOA WATER DETAILS
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C-19	CONSTRUCTION DETAILS
C-20	LIFT STATION DETAILS
C-21	MAINTENANCE OF TRAFFIC DETAILS
C-22	BREVARD COUNTY STANDARD DEVELOPMENT NOTES

~LEGEND~

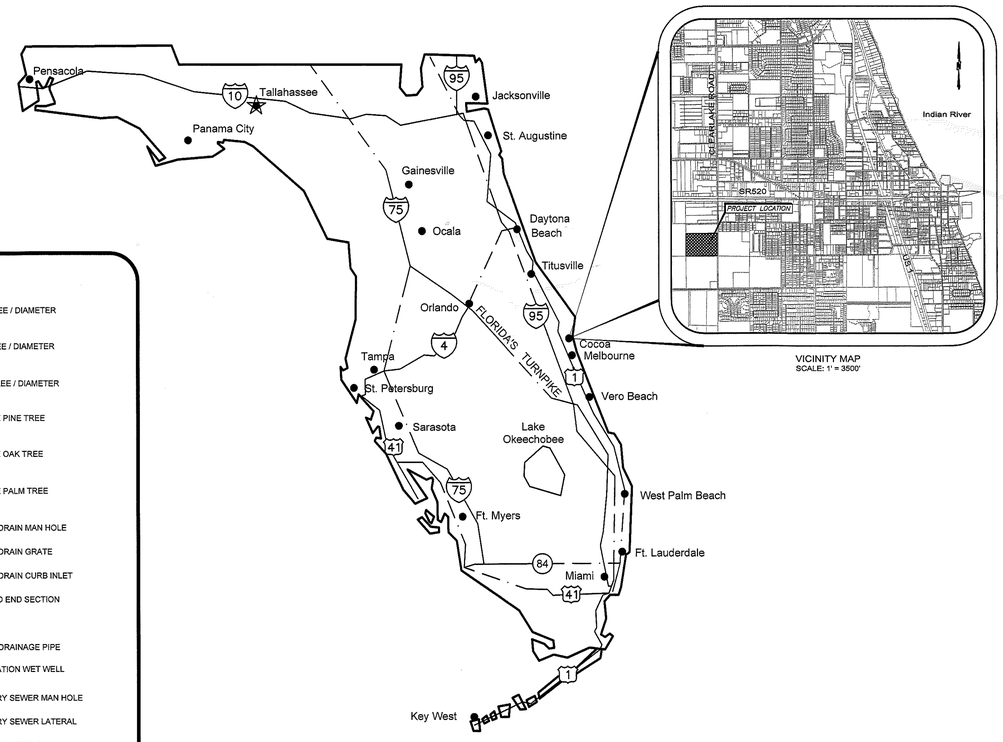
(C) = CALCULATED
(D) = DEED
(R) = RECORD
(M) = MEASURED
(P) = PLAT
A/C = AIR CONDITIONING
BFP = BACKFLOW PREVENTER
BFV = BUTTERFLY VALVE
BO = BLOW OFF
C.B.S. = CONCRETE BLOCK & STUCCO
℄ = CENTERLINE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED POLYETHYLENE PIPE
CONC. = CONCRETE
DBI = DITCH BOTTOM INLET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

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

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

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

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VICINITY MAP
SCALE: 1" = 3500'

SITE INFORMATION:

GENERAL STATEMENT

CONSTRUCT A 87 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION

PROPERTY DETAILS

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

LEGAL DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.
CONTAINING: 27.922 ACRES, MORE OR LESS.

CONTACTS:

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

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

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

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

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

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

ENGINEER/SURVEYOR:

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

REVISIONS

1 PER SJRWMD COMMENTS	10/22/18
2	
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Drawing #: 2018-03 WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-1
Sheet 1 of 22

ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER
11-5-18

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

DEFINITIONS

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

GENERAL NOTES

1. *BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC. DATED MARCH 2, 2018. ELEVATIONS SHOWN THEREON ARE BASED ON NAVD88.*
2. THE CONTRACTOR MUST THOROUGHLY REVIEW THIS PLAN SO AS TO BE PREPARED TO PRESENT HIS BID PRICES IN THE CONTRACT DOCUMENTS. THE PLAN SUFFICIENTLY DELINEATES THE SCOPE AND INTENT OF THE WORK TO BE COMPLETED. IT WILL THEREFORE BE INCUMBENT ON THE CONTRACTOR TO ADJUST HIS FEE TO REFLECT ANY AND ALL ITEMS WHICH MAY NOT BE INDICATED, BUT WHICH ARE NECESSARY TO SUCCESSFULLY COMPLETE THIS PROJECT WITHOUT ADDITIONAL COST TO THE OWNER.
3. EXISTING UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR. ANY UTILITIES DAMAGED BY THIS CONSTRUCTION WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. ALL INFORMATION DEPICTED ON THESE DRAWINGS ARE GRAPHIC REPRESENTATIONS ONLY AND SHOULD NOT BE SCALED.
5. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR LINES SO THEIR OWNER'S REPRESENTATIVES MAY BE PRESENT PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND PLAN CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. UTILITIES ARE TO BE ADJUSTED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. ALL UTILITIES WITHIN THE ROADWAY STABILIZATION ARE TO BE ADJUSTED BY UTILITY OWNERS. STEEL LINES MAY REMAIN IN PLACE. ADDITIONAL BASE PROTECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.D.O.T. INDEX #205.
8. LANDSCAPING, OR ANY OTHER OBSTRUCTION, SHALL NOT BE LOCATED WITHIN 7.5' TO THE FRONT AND SIDES OR 4.5 FEET TO THE REAR OF ANY FIRE HYDRANT OR ANY FIRE DEPARTMENT CONNECTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST REVISED AND APPROVED PLANS FROM THE DESIGN FIRM. ANY QUESTIONS AND OR DESIGN DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR CHECKING DIMENSIONS AND SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
11. ALL CONSTRUCTION MUST COMPLY WITH THE CURRENT FLORIDA BUILDING CODE AND SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED RULES AND ORDINANCES OF CITY OF COCOA. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS BEFORE THE COMMENCEMENT OF CONSTRUCTION.
12. THE CONTRACTOR MUST NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNSUITABLE FOR CONSTRUCTION ARE ENCOUNTERED. ALL EXCAVATED MATERIALS DEEMED UNSUITABLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE.
13. ITEMS IN CONFLICT WITH THE CONSTRUCTION OF THE DESIGN SUCH AS EXISTING SIDEWALKS, PAVEMENT, DRAINAGE STRUCTURES, AND EXCESS EXCAVATION ARE TO BE REMOVED BY THE CONTRACTOR. THE DISPOSAL OF SUCH ITEMS MUST BE DONE IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE.
14. WHEN REFERENCED TO F.D.O.T. REFERS TO 2016 FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
15. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN EXISTING.
16. PROPERTY OWNERS AND BUSINESSES WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTIES AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION.
17. ALL PIPING TO DRAINAGE AND SANITARY SEWER STRUCTURES ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
18. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE.
19. ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIDEWALKS, BY THE CONTRACTOR MUST BE REPLACED PRIOR TO FINAL INSPECTION. SIDEWALK PATCHING IS NOT ACCEPTABLE.
20. ALL UTILITIES (ELECTRICAL, CABLE, TELEPHONE, ETC.) SHALL BE UNDERGROUND.
21. CONTRACTOR IS RESPONSIBLE TO PROTECT AND/OR REPLACE ALL SURVEY MONUMENTATION WITHIN THE PROJECT LIMITS BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA.
22. SIDEWALK SHALL BE ADA ACCESSIBLE WITH RUNNING SLOPES NO STEEPER THAN 1:20, CROSS SLOPE 0.02 OR FLATTER, AND CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #304.
23. LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.
24. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS OTHERWISE NOTED.
25. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH REQUIREMENTS OF THE VARIOUS PERMITS INCLUDED IN THE BID SPECIFICATIONS. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE PLANS AND/OR DESIGNATED BY THE ENGINEER.
26. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND ANY SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMIT AND BONDS PRIOR TO CONSTRUCTION.
28. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.

DEMOLITION NOTES

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

EARTHWORK & SITE PREPARATION

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

PRECONSTRUCTION RESPONSIBILITIES

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

INSPECTIONS

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

SHOP DRAWINGS

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

DRAINAGE NOTES

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

PAVING

1. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
2. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT AND REMOVED 12 INCHES FROM THE EDGE OF THE TRAVEL LANE TO OFFSET THE ASPHALT/BASE COURSE JOINT.
3. BASE COURSE SHALL BE CRUSHED LIMEROCK OR COQUINA IN ACCORDANCE WITH SECTION 200 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017.
4. ASPHALT SURFACES SHALL BE TYPE S-III ASPHALTIC CONCRETE IN ACCORDANCE WITH SECTION 331 OF THE FDOT STANDARD SPECIFICATIONS, 2016 EDITION, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. SUBGRADE FOR ROADWAY SHALL BE A MINIMUM 8 INCHES THICK (UNLESS OTHERWISE INDICATED) AND SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), AND SHALL HAVE A MINIMUM LBR 40.
6. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" PLACED IN TWO - 4" LIFTS ON A SINGLE LAYER FOR STREETS. BASE COURSE MATERIAL SHALL HAVE A MINIMUM LBR 100, UNLESS OTHERWISE INDICATED.
7. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
8. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT STANDARDS SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE.
9. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE, NOR 0.1 FT. FROM PROPOSED FINISHED GRADE ELEVATIONS AS DEPICTED ON THE DESIGN DRAWINGS. ANY IRREGULARITIES EXCEEDING THESE LIMITS SHALL BE CORRECTED BY SCARIFYING TO A DEPTH OF THREE (3) INCHES, REMOVING OR ADDING ROCK AS MAY BE REQUIRED, AND WATERING, ROLLING AND COMPACTING THE SCARIFIED AREA.
10. ALL CONCRETE USED IN CONSTRUCTION SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5 FT CENTERS AND EXPANSION JOINTS PLACED ON 75 FT CENTERS.
11. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA.
12. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS WHICH ARE TO BE PAID BY THE CONTRACTOR.

EROSION CONTROL

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

PROJECT CLOSEOUT

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

SAFETY NOTES

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

Revision
1 PER SJRWMD COMMENTS 10/22/18
2
3
4
5
6

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

LAKESIDE PALMS WEST
COCOA, FL

GENERAL NOTES

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

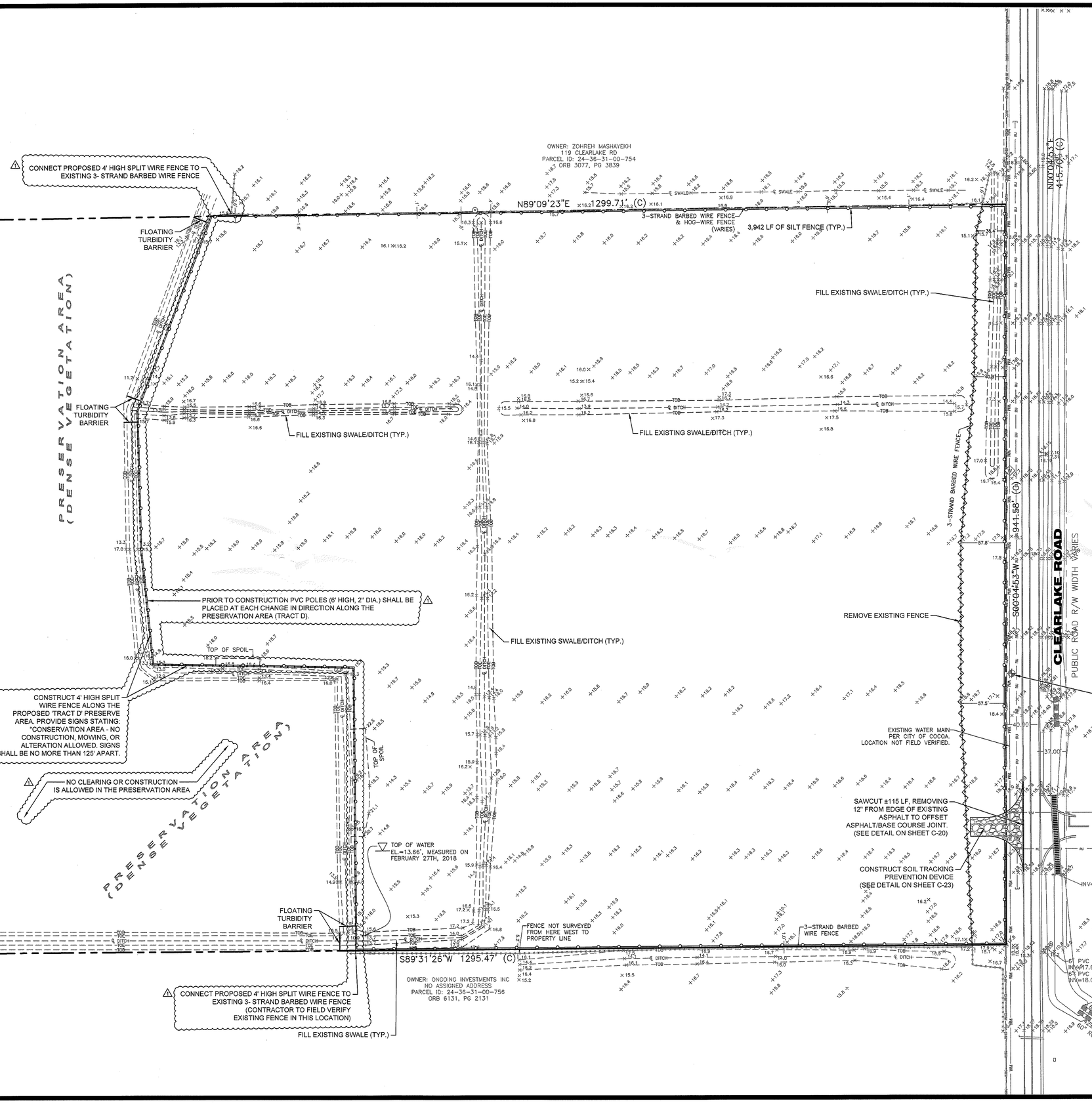
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Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-2
Sheet 2 of 22

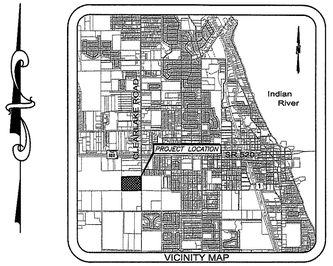
ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Date: ______

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGEND

- RU = EXISTING REUSE MAIN
- WM = EXISTING WATER MAIN
- = FENCE REMOVAL
- = SILT FENCE
- = TURBIDITY BARRIER

NOTES:

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

Revision		Date
1	PER SJRWMD COMMENTS 10/22/18	
	Designed: AHK	Date: 9/27/2018
	Drawn: DRD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

DEMOLITION PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6008 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-3
Sheet 3 of 22



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

Date:

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OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-755
ORB 7533, PG 569

OWNER: BEVEL MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 6822, PG 1826

OWNER: ONGOING INVESTMENTS INC
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756
ORB 6131, PG 2131

N89°09'23"E 1299.71' (C)

N00°10'22"W 933.21' (C)

S89°31'26"W 1295.47' (C)

N00°04'53"E 415.70' (C)

S00°04'53"W 941.58' (C)

PRESERVATION AREA (DENSE VEGETATION)

TRACT 'C'

AMALFI DRIVE

TRACT 'A'

TRACT 'B'

TRACT 'D'

TRACT 'E' PLAYGROUND / OPEN SPACE

GRASS PLAY FIELD AREA / OPEN SPACE

CLEARLAKE ROAD
PUBLIC ROAD R/W WIDTH VARIES

CONSTRUCT ±1758 LF OF 6' HIGH PVC PRIVACY FENCE AT TOP OF BANK (EXACT TYPE TO BE SELECTED BY OWNER)

CONSTRUCT FENCE WITH GATE AND LIFT STATION ACCESS PAD

CONSTRUCT HANDICAR RAMP WITH TRUNCATED DOMES PER FDOT INDEX 304

5' DECK WITH 10'x10' OBSERVATION DECK (STRUCTURAL DRAWINGS TO BE INCLUDED WITH BUILDING PERMIT)

CONSTRUCT 5' SIDEWALK PER DETAIL ON SHEET C-19 (TYPICAL)

CROSSWALK STRIPING PER FDOT INDEX 711-001

NO CLEARING OR CONSTRUCTION IS ALLOWED IN THE PRESERVATION AREA

CONSTRUCT ASPHALTIC CONCRETE PAVEMENT PER DETAIL ON SHEET C-16

CONSTRUCT SIGNAGE AND STRIPING PER FDOT/CITY OF COCOA REQUIREMENTS

CONSTRUCT HANDICAP RAMP WITH TRUNCATED DOMES PER FDOT INDEX 304

CONSTRUCT DROP CURB PER FDOT INDEX 520-001 (TYPICAL)

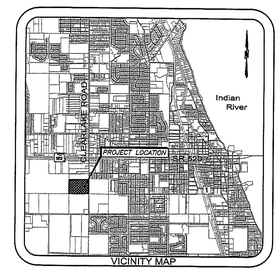
CONSTRUCT 24" WHITE STOP BAR AND 25 LF OF 6" DOUBLE YELLOW

CONSTRUCT ±932 LF OF 6' HIGH PVC PRIVACY FENCE AT TOP OF BANK (EXACT TYPE TO BE SELECTED BY OWNER)

SUBDIVISION SIGN / ENTRY FEATURE

CONSTRUCT STOP SIGN PER BREVARD COUNTY DETAIL EXHIBIT 26

6" PVC INV=17.65
6" PVC INV=18.07



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Revision	Date:
PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

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

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

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

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

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

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

ZONING
SUBJECT PROPERTY: RU-2-15 MULTI-FAMILY RESIDENTIAL, REGULATED UNDER RU-2-10
NORTH: AU- AGRICULTURAL RESIDENTIAL
SOUTH: ONGOING INVESTMENTS INC
EAST: RU-2-15 MULTI FAMILY RESIDENTIAL
WEST: W KING STREET LAND TRUST

NOTES

1. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SEE PLAT FOR ADDITIONAL CURVE DATA AND EASEMENTS.

SITE DATA

	AREA
TRACT A	1.99 AC.
TRACT B	0.12 AC.
TRACT C	6.68 AC.
TRACT D	0.21 AC.
TRACT E	0.25 AC.
LOTS 1 -87	15.40 AC.

AVERAGE LOT SIZE= 0.18 AC.

STORMWATER AREA CALCULATIONS
PAVEMENT & SIDEWALK = 3.31 AC.
LOTS (40% IMPERVIOUS) = 6.11 AC.

TOTAL IMPERVIOUS AREA	= 9.42 AC.	34.0%
TOTAL PERVIOUS AREA	= 18.50 AC.	66.0%
TOTAL	= 27.92 AC.	100%

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

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	22.58'	75.00'	017°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	033°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	026°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	029°25'38"	N15°45'15"W	38.10'
C19	1.47'	75.00'	001°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	090°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	047°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	089°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	090°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	010°44'08"	S05°50'38"E	14.03'
C28	38.35'	25.00'	087°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	022°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	068°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	090°55'30"	N45°22'52"W	35.64'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C32	13.98'	200.00'	004°00'20"	N02°28'44"W	13.98'
C33	121.82'	200.00'	034°53'54"	N21°55'51"W	119.94'
C34	86.63'	200.00'	024°49'00"	N51°47'18"W	85.95'
C35	78.54'	50.00'	090°00'00"	S45°28'34"E	70.71'
C36	77.36'	50.00'	088°38'38"	N44°47'53"W	69.87'
C37	76.70'	50.00'	087°53'43"	S45°10'20"E	69.40'
C38	29.12'	75.00'	022°14'48"	S09°53'56"W	28.94'
C39	59.46'	50.00'	068°08'03"	S55°05'21"W	56.02'
C40	79.35'	50.00'	090°55'30"	N45°22'52"W	71.28'

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LAKESIDE PALMS WEST
COCOA, FL

SITE PLAN

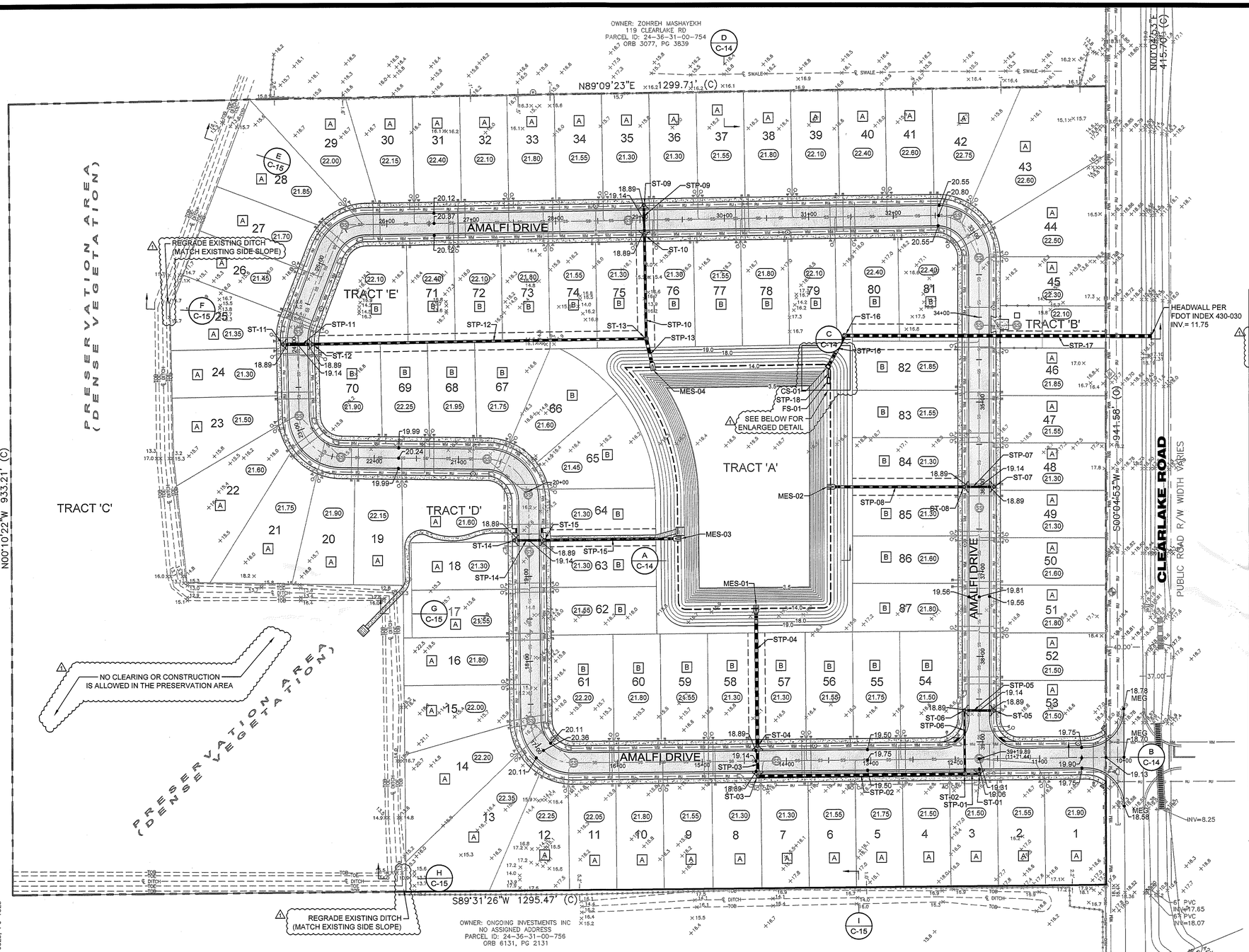
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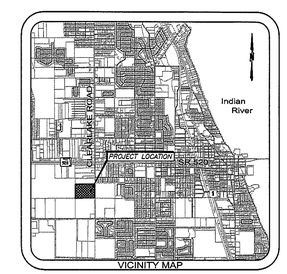
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Drawing #: WEST
Scale:
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Vert. N/A
Sheet #:
C-4
Sheet 4 of 22

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

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

Date:





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

STRUCTURE TABLE			
NAME	STRUCTURE	RIM	INVERTS
*CS-01	TYPE D INLET	RIM= 15.85	S. INV.= 13.40 (STP-18) NE. INV.= 12.00 (STP-16)
**FS-01	FILTRATION SYSTEM	RIM= 15.85	N. INV.= 13.65 (STP-18)
MES-01	MITERED END SECTION	N/A	S. INV.= 13.00 (STP-04)
MES-02	MITERED END SECTION	N/A	E. INV.= 13.00 (STP-08)
MES-03	MITERED END SECTION	N/A	W. INV.= 13.00 (STP-15)
MES-04	MITERED END SECTION	N/A	N. INV.= 13.00 (STP-13)
ST-01	TYPE 4 INLET	RIM= 19.57	W. INV.= 15.30 (STP-01)
ST-02	STORM MANHOLE (TYPE P BOTTOM)	RIM= 19.50	W. INV.= 15.10 (STP-02) N. INV.= 15.10 (STP-06) E. INV.= 15.10 (STP-01)
ST-03	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.80 (STP-03) E. INV.= 14.80 (STP-02)
ST-04	TYPE 4 INLET	RIM= 19.40	N. INV.= 13.75 (STP-04) S. INV.= 14.70 (STP-03)
ST-05	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.30 (STP-05)
ST-06	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.20 (STP-06)
ST-07	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.00 (STP-07)
ST-08	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.35 (STP-07) W. INV.= 14.50 (STP-08)
ST-09	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.00 (STP-09)
ST-10	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.75 (STP-09) S. INV.= 14.75 (STP-10)
ST-11	TYPE 4 INLET	RIM= 19.69	E. INV.= 15.00 (STP-11)
ST-12	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-11) E. INV.= 14.90 (STP-12)
ST-13	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.30	W. INV.= 14.00 (STP-12) N. INV.= 14.00 (STP-10) S. INV.= 14.00 (STP-13)
ST-14	TYPE 4 INLET	RIM= 19.54	E. INV.= 15.00 (STP-14)
ST-15	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-14) E. INV.= 14.90 (STP-15)
ST-16	STORM MANHOLE (TYPE J BOTTOM)	RIM= 22.25	SW. INV.= 11.90 (STP-16) E. INV.= 11.90 (STP-17)

* CONTROL STRUCTURE - SEE SHEET C-16 FOR DETAIL.

⚠ ** FILTRATION STRUCTURE - SEE SHEET C-16 FOR DETAIL.

NOTES:

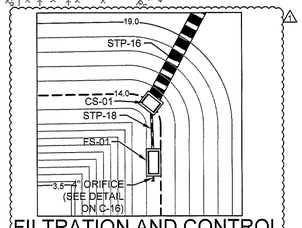
1. STORM STRUCTURES ARE PER FDOT INDEXES 425-010, 425-001, 425-020 AND 430-021.
2. CURB INLETS ARE TYPE 4 ALT. A, TYPE P, 4' DIA.
3. SEE SHEET C-14 FOR TYPICAL LOT GRADING DETAILS, TYPICAL RIGHT-OF-WAY SECTION, AND TYPICAL REAR LOT SECTION. ⚠

LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = PROPERTY BOUNDARY
- = STORM PIPES
- RU = RECLAIMED REUSE WATER MAIN
- SS = SANITARY SEWER MAIN
- WM = WATER MAIN
- = STORM INLET
- = STORM MANHOLE
- (20.00) = FINISHED FLOOR ELEVATION
- [A] = TYPICAL LOT LAYOUT TYPE
- MEG = MATCH EXISTING GRADE

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-01	18"	17	1.18%	RCP
STP-02	19"x30"	246	0.12%	ERCP
STP-03	19"x30"	35	0.29%	ERCP
STP-04	36"	165	0.45%	RCP
STP-05	18"	35	0.14%	RCP
STP-06	18"	74	0.13%	RCP
STP-07	18"	35	1.00%	RCP
STP-08	24"	162	0.92%	RCP
STP-09	18"	35	0.71%	RCP

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-10	24"	122	0.61%	RCP
STP-11	19"x30"	35	0.29%	ERCP
STP-12	24"	396	0.23%	RCP
STP-13	36"	38	2.61%	RCP
STP-14	18"	35	0.29%	RCP
STP-15	24"	163	1.17%	RCP
STP-16	36"	41	0.24%	RCP
STP-17	36"	364	0.04%	RCP
STP-18	6"	16	1.52%	PVC (SCH40) ⚠



FILTRATION AND CONTROL STRUCTURE DETAIL

SCALE: 1" = 20'

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Revision		Date
⚠	PER SJRVMD COMMENTS 10/22/18	9/27/2018
	Designed: AHK	Date: 9/27/2018
	Drawn: DRD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

PAVING, GRADING & DRAINGE PLAN

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504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

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

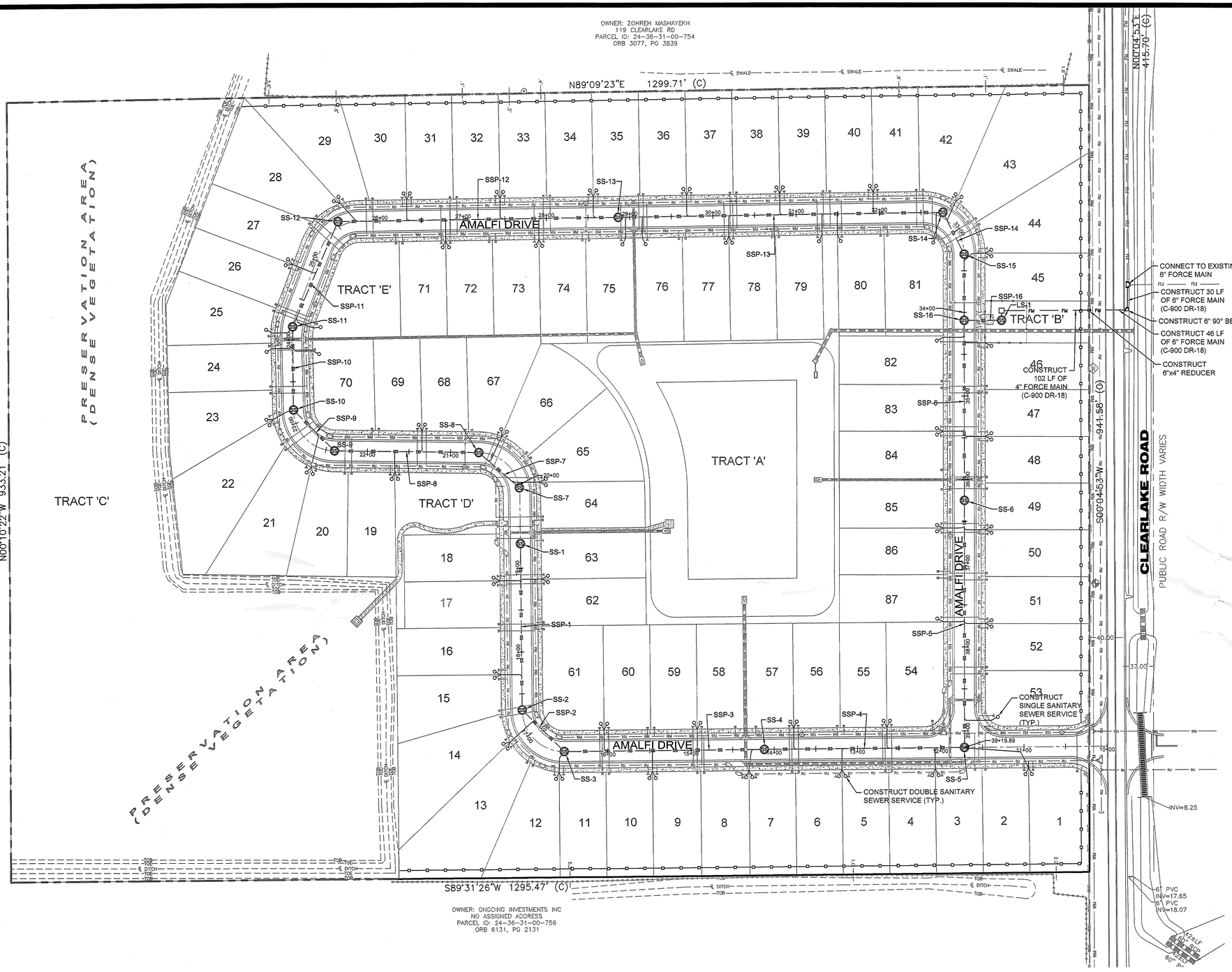
C-5
Sheet 5 of 22

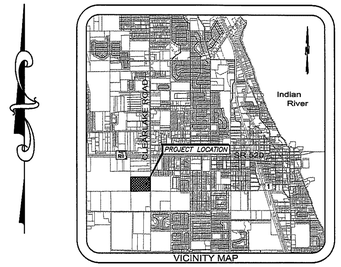
ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Date:

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GRAPHIC SCALE

80 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SERVICE LEGEND

- DOUBLE SEWER SERVICE
- SINGLE REUSE SERVICE
- SINGLE WATER SERVICE

Revision	Date	Designed	Drawn	Checked
PER SJRWMD COMMENTS 10/22/18	9/27/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

UTILITY PLAN - SANITARY SEWER

STRUCTURE TABLE

NAME	STRUCTURE	RIM/SUMP	INVERTS
LS-1	48" MANHOLE	RIM= 21.25 SUMP= 6.91	W. INV.= 8.91 (SSP-16)
SS-1	48" MANHOLE	RIM= 19.20 SUMP= 13.90	S. INV.= 14.40 (SSP-1)
SS-2	48" MANHOLE	RIM= 20.16 SUMP= 13.15	N. INV.= 13.75 (SSP-1) SE. INV.= 13.65 (SSP-2)
SS-3	48" MANHOLE	RIM= 20.18 SUMP= 12.82	NW. INV.= 13.42 (SSP-2) E. INV.= 13.32 (SSP-3)
SS-4	48" MANHOLE	RIM= 19.25 SUMP= 11.93	W. INV.= 12.53 (SSP-3) E. INV.= 12.43 (SSP-4)
SS-5	48" MANHOLE	RIM= 19.31 SUMP= 11.04	W. INV.= 11.64 (SSP-4) N. INV.= 11.54 (SSP-5)
SS-6	48" MANHOLE	RIM= 19.27 SUMP= 9.97	S. INV.= 10.57 (SSP-5) N. INV.= 10.47 (SSP-6)
SS-7	48" MANHOLE	RIM= 19.40 SUMP= 14.09	NW. INV.= 14.59 (SSP-7)
SS-8	48" MANHOLE	RIM= 19.73 SUMP= 13.78	W. INV.= 14.28 (SSP-8) SE. INV.= 14.38 (SSP-7)
SS-9	48" MANHOLE	RIM= 19.91 SUMP= 13.10	E. INV.= 13.70 (SSP-8) NW. INV.= 13.60 (SSP-9)
SS-10	48" MANHOLE	RIM= 19.54 SUMP= 12.77	SE. INV.= 13.37 (SSP-9) N. INV.= 13.27 (SSP-10)
SS-11	48" MANHOLE	RIM= 19.21 SUMP= 12.36	S. INV.= 12.94 (SSP-10) NE. INV.= 12.86 (SSP-11)
SS-12	48" MANHOLE	RIM= 19.87 SUMP= 11.81	SW. INV.= 12.41 (SSP-11) E. INV.= 12.31 (SSP-12)
SS-13	48" MANHOLE	RIM= 19.23 SUMP= 10.60	W. INV.= 11.20 (SSP-12) E. INV.= 11.10 (SSP-13)
SS-14	48" MANHOLE	RIM= 20.71 SUMP= 9.21	W. INV.= 9.81 (SSP-13) SE. INV.= 9.71 (SSP-14)
SS-15	48" MANHOLE	RIM= 20.44 SUMP= 8.92	NW. INV.= 9.52 (SSP-14) S. INV.= 9.42 (SSP-15)
SS-16	48" MANHOLE	RIM= 20.06 SUMP= 8.56	S. INV.= 9.76 (SSP-6) N. INV.= 9.16 (SSP-15) E. INV.= 9.06 (SSP-16)

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
SSP-1	8"	198	0.33%	8" PVC
SSP-2	8"	71	0.33%	8" PVC
SSP-3	8"	240	0.33%	8" PVC
SSP-4	8"	240	0.33%	8" PVC
SSP-5	8"	295	0.33%	8" PVC
SSP-6	8"	216	0.33%	8" PVC
SSP-7	8"	64	0.33%	8" PVC
SSP-8	8"	173	0.33%	8" PVC
SSP-9	8"	69	0.33%	8" PVC
SSP-10	8"	99	0.33%	8" PVC
SSP-11	8"	137	0.33%	8" PVC
SSP-12	8"	336	0.33%	8" PVC
SSP-13	8"	390	0.33%	8" PVC
SSP-14	8"	56	0.34%	8" PVC
SSP-15	8"	79	0.33%	PVC Pipe
SSP-16	8"	45	0.33%	8" PVC

UTILITY NOTES:
1. ALL HYDRANT VALVES ARE NOT SHOWN ON THIS SHEET DUE TO THE SCALE. PLEASE SEE THE PROFILE SHEETS (C-8 TO C-13) FOR ALL HYDRANT VALVE LOCATIONS.
2. CONTRACTOR TO COORDINATE SEWER FORCE MAIN TIE IN WITH CITY OF COCOA SEWER FIELD OPERATION DEPARTMENT.
3. CONTRACTOR TO PROVIDE A PUMP TRUCK TO CONTROL SEWER FLOW FOR THE LAKESIDE PALMS (EAST) LIFT STATION DURING THE FORCE MAIN TIE-IN.

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

C-6
Sheet 6 of 22

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

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

Date:

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OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839

N89°09'23"E 1299.71' (C)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569

N00°10'22"W 933.21' (C)

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 6823, PG 1828

S89°31'26"W 1295.47' (C)

OWNER: ONGOING INVESTMENTS INC
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756
ORB 6131, PG 2131

N00°04'53"E 415.76' (C)

S00°04'53"W 941.58' (C)

CLEARLAKE ROAD
PUBLIC ROAD R/W WIDTH VARIES

PRESERVATION AREA
(DENSE VEGETATION)

TRACT 'A'
TRACT 'B'
TRACT 'C'
TRACT 'D'
TRACT 'E'

AMALFI DRIVE

INLET CONFLICT SEE DETAIL THIS SHEET

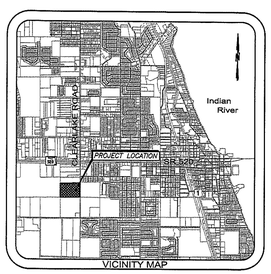
FIRE HYDRANT (FH-1) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-2) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-3) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-4) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-5) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-6) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-7) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-8) (SEE DETAIL THIS SHEET)
FIRE HYDRANT (FH-9) (SEE DETAIL THIS SHEET)

730 LF OF 4" PVC
690 LF OF 8" PVC
459 LF OF 8" PVC
269 LF OF 4" PVC
224 LF OF 4" PVC
206 LF OF 8" PVC
204 LF OF 4" PVC
154 LF OF 4" PVC
146 LF OF 8" PVC
129 LF OF 4" PVC
116 LF OF 4" PVC
103 LF OF 8" PVC
92 LF OF 8" PVC
77 LF OF 4" PVC
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56 LF OF 8" PVC
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43 LF OF 4" PVC
38 LF OF 8" PVC
37 LF OF 8" PVC
35 LF OF 8" PVC
291 LF OF 8" PVC
214 LF OF 4" PVC
633 LF OF 4" PVC
520 LF OF 8" PVC
57 LF OF 4" PVC
21 LF OF 4" PVC
17 LF OF 4" PVC
11 LF OF 8" PVC
48 LF OF 8" PVC

SINGLE WATER SERVICE (TYP.)
SINGLE REUSE SERVICE (TYP.)

4" GATE VALVE
8" GATE VALVE
8" TEE
6" TEE
6" GATE VALVE
6"x4" REDUCER
6" PVC INV=17.65
6" PVC INV=18.07
4" TEE
4" GATE VALVE

8"x8" TAPPING SLEEVE AND VALVE AND TEMP. JUMPER ASSEMBLY PER CITY OF COCOA SPECIFICATIONS

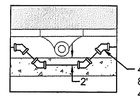


GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SERVICE LEGEND

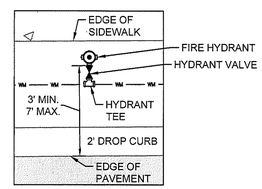
- DOUBLE SEWER SERVICE
- SINGLE REUSE SERVICE
- SINGLE WATER SERVICE

WATER & REUSE UTILITY NOTES:
1. ALL HYDRANT VALVES ARE NOT SHOWN ON THIS SHEET DUE TO THE SCALE. PLEASE SEE DETAIL BELOW FOR TYPICAL HYDRANT VALVE LOCATION.
2. ALL PVC USED FOR REUSE AND WATER MAINS SHALL BE C-900, DR-18.
3. SEE SHEET C-17 FOR CITY OF COCOA WATER DETAILS AND POTABLE WATER DISTRUBUTION SYSTEM NOTES.



NOTE: FOR PIPE CROSSINGS REFER TO CITY OF COCOA STORM DRAIN CROSSING DETAIL ON SHEET C-19

INLET CONFLICT DETAIL
NTS



TYPICAL FIRE HYDRANT DETAIL
NTS

REVISION		Date:
PER SJRWMD COMMENTS 10/22/18		
Designed:	AHK	9/27/2018
Drawn:	DRD	9/27/2018
Checked:	AHK	9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

UTILITY PLAN - WATER & REUSE

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Phone (321) 751-6088 Fax (321) 751-6089

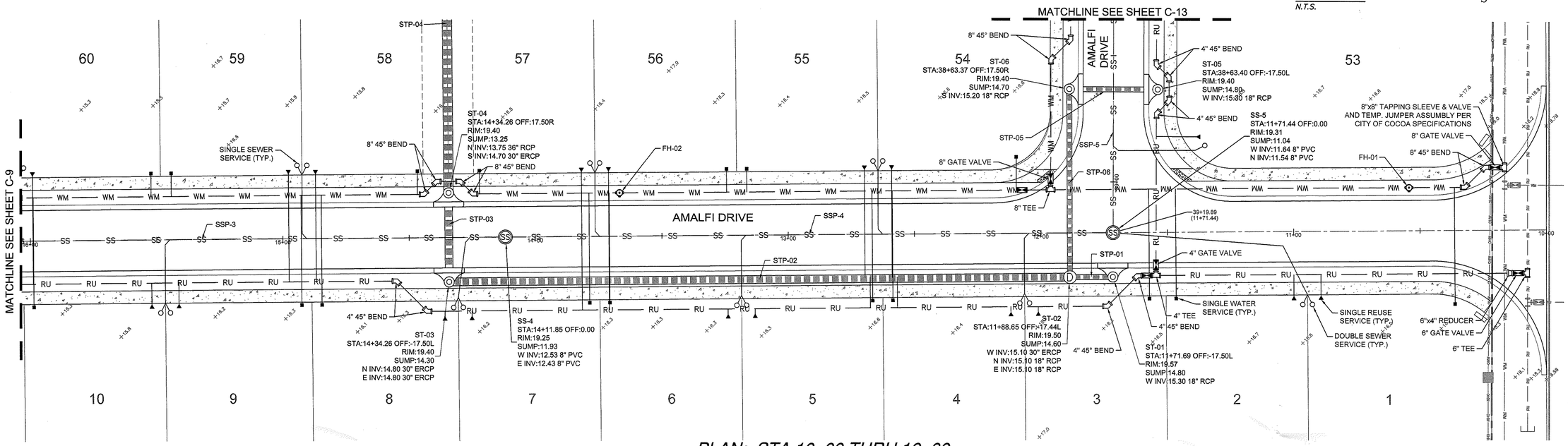
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Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-7
Sheet 7 of 22

ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER
Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:

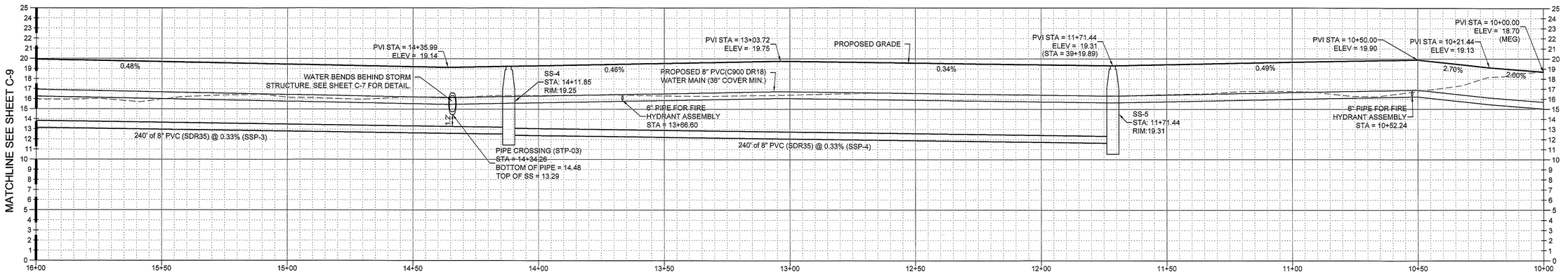
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PLAN: STA 10+00 THRU 16+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 10+00 THRU 16+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

Revision	Date
PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

PROFILE - STA 10+00 TO 16+00

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Horiz. N/A
Vert. N/A
Sheet #:
C-8
Sheet 8 of 22

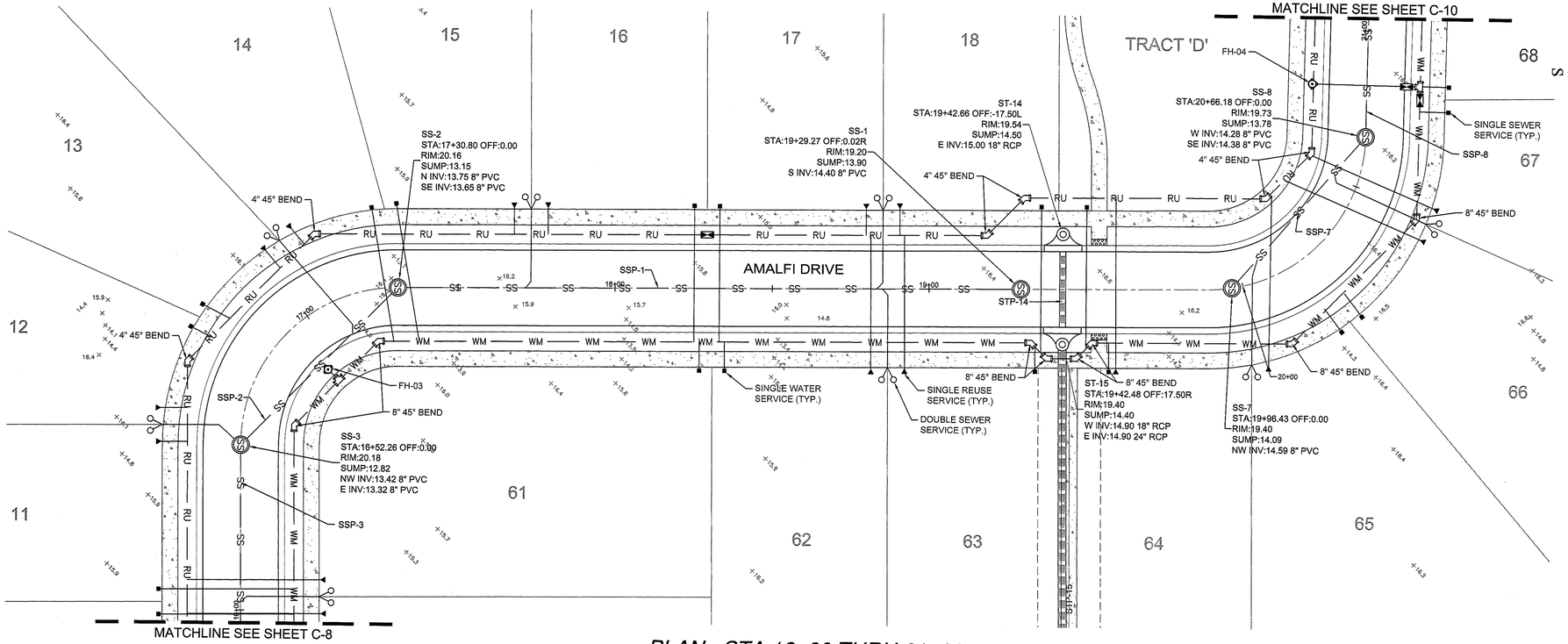
ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Date:

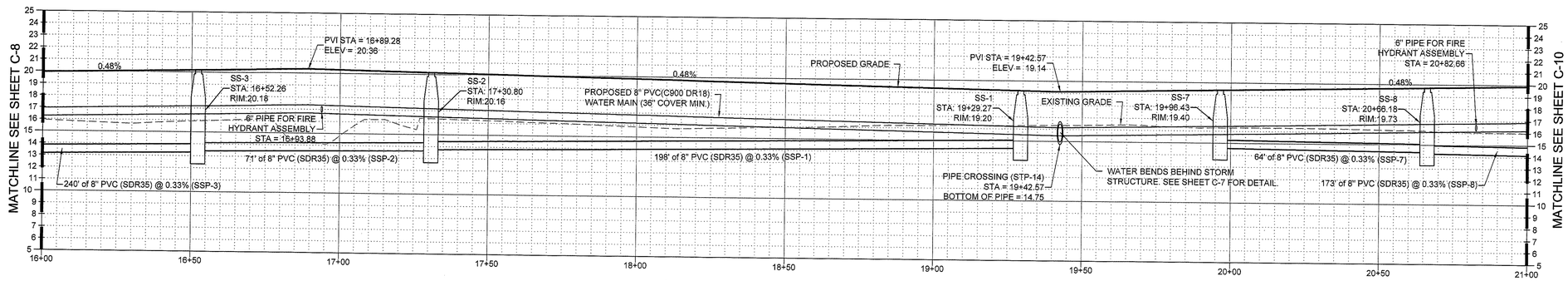
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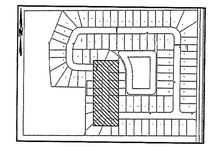
PLAN: STA 16+00 THRU 21+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 16+00 THRU 21+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



KEY MAP
N.T.S.

Revision	Date
PER SJRWMD COMMENTS 10/22/18	9/27/2018
Designed: AHK	
Drawn: DRD	9/27/2018
Checked: AHK	9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 16+00 TO 21+00

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Project #: 2018-03
Drawing #: WEST
Scale:
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Sheet 9 of 22

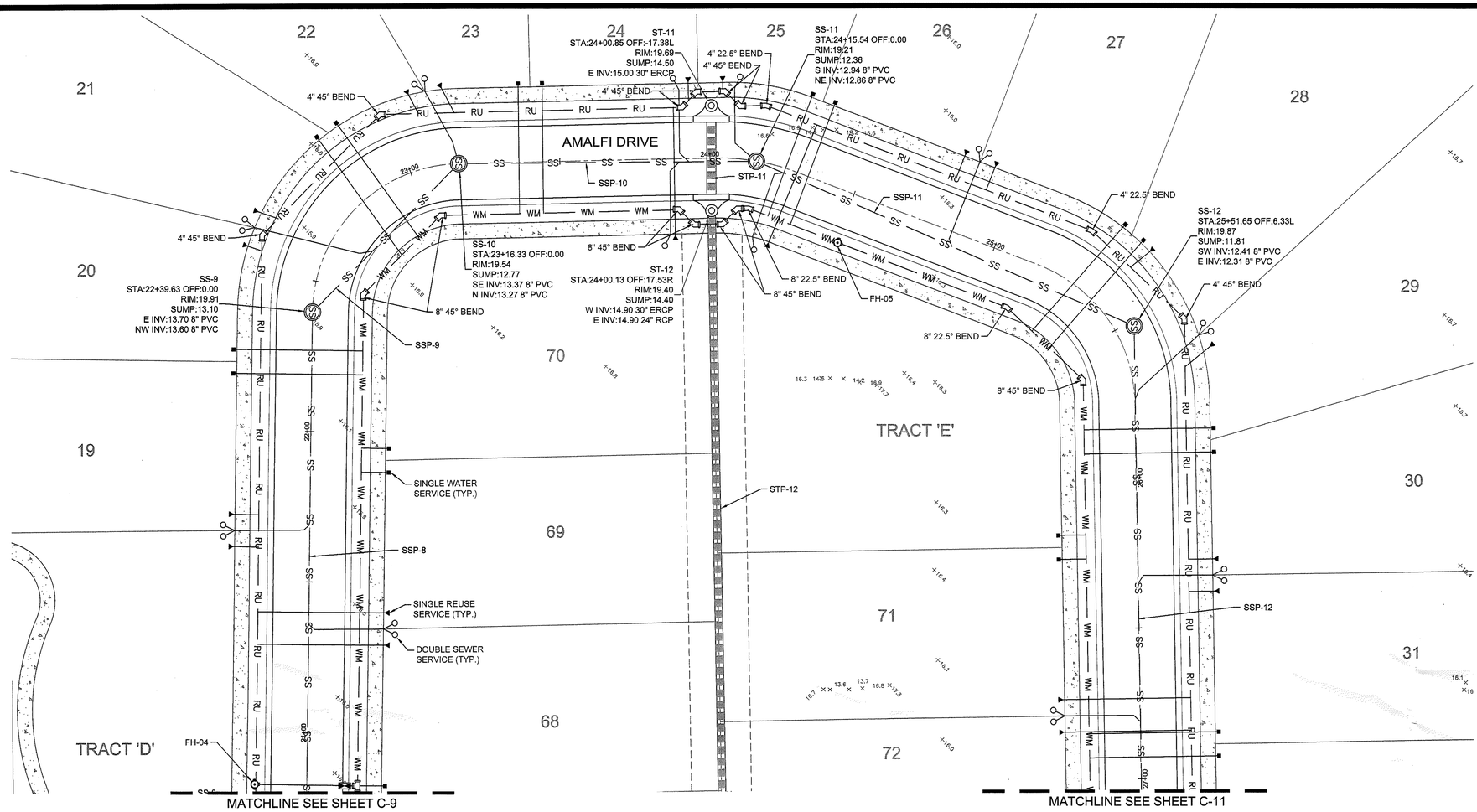
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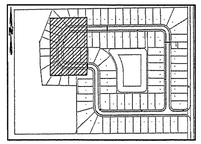
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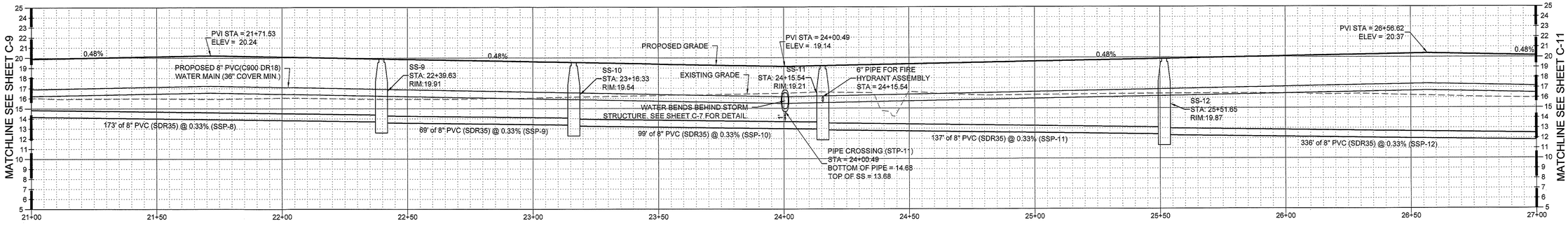




KEY MAP
N.T.S.

PLAN: STA 21+00 THRU 27+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 21+00 THRU 27+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

Revision	Date	Designed	Drawn	Checked
PER SJRWMD COMMENTS 10/22/18	9/27/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 21+00 TO 27+00

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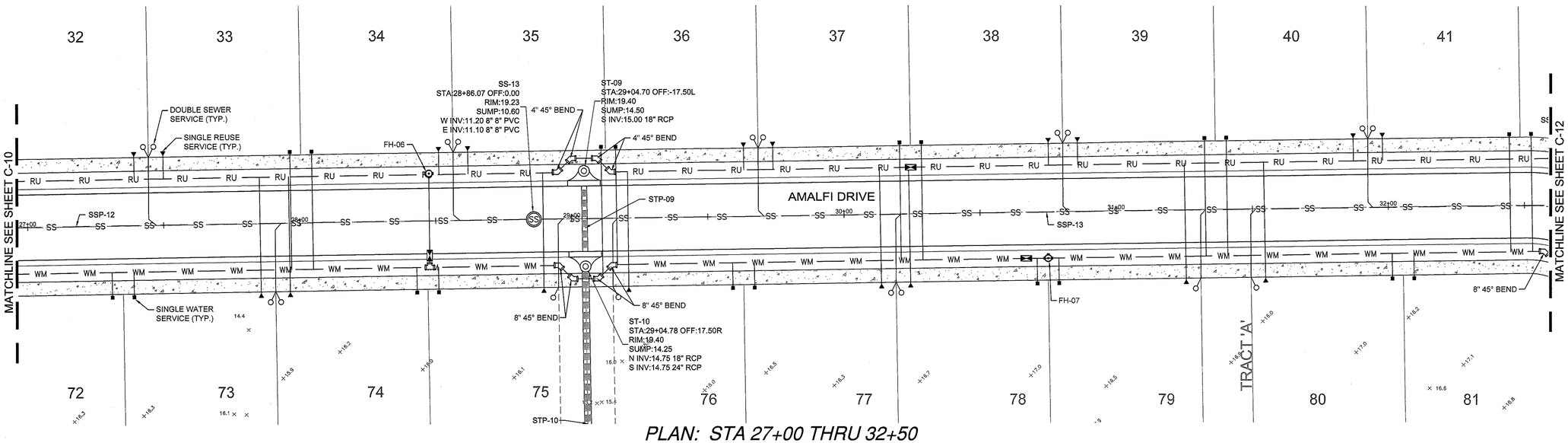
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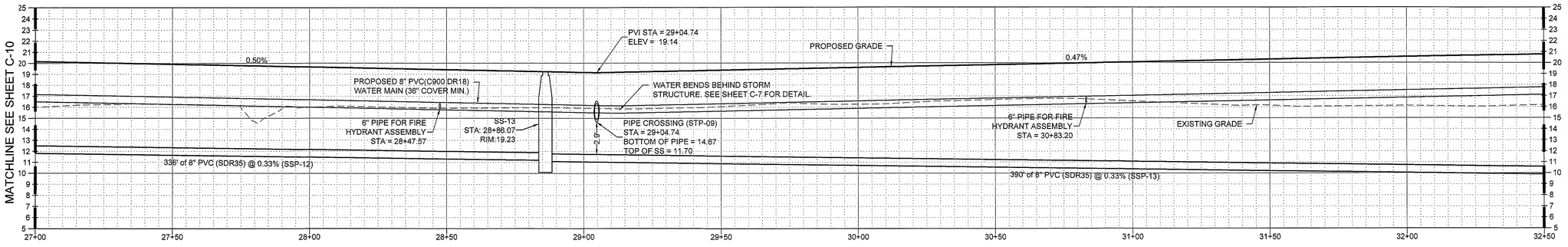
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PLAN: STA 27+00 THRU 32+50

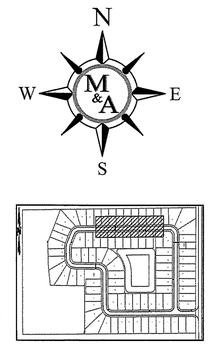
HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 27+00 THRU 32+50

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

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LAKESIDE PALMS WEST
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PLAN & PROFILE - STA 27+00 TO 32+50

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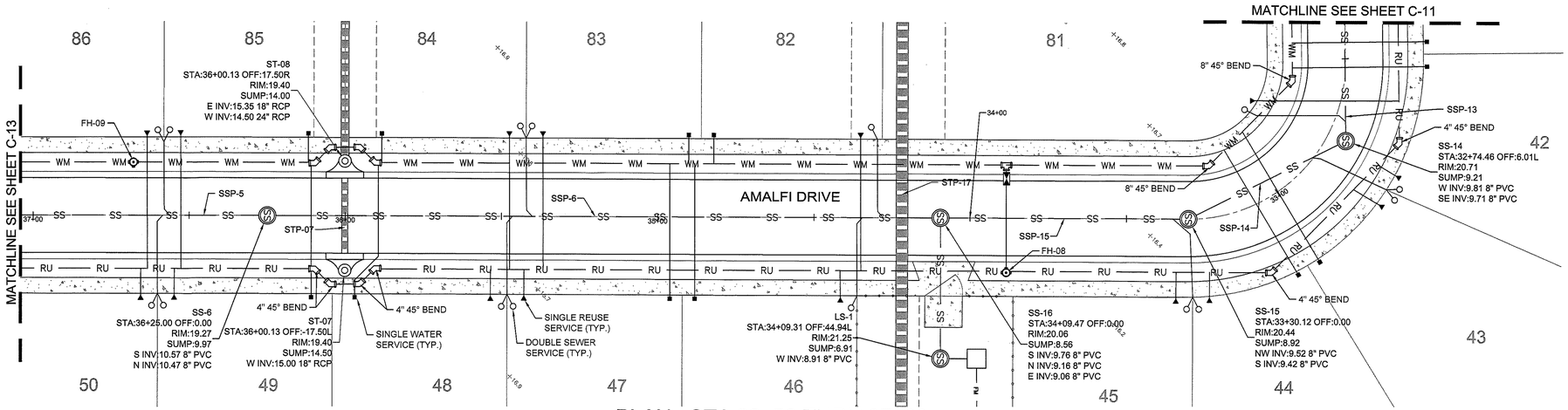
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Sheet 11 of 22

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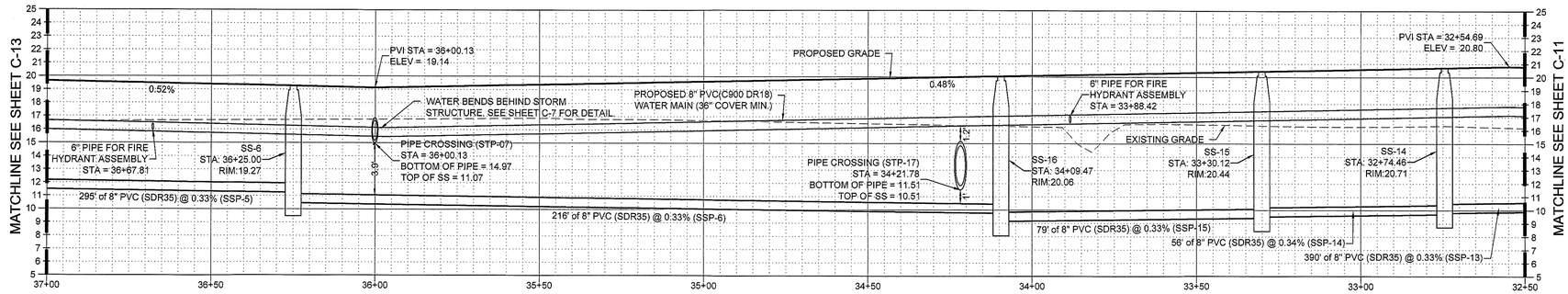
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Date:



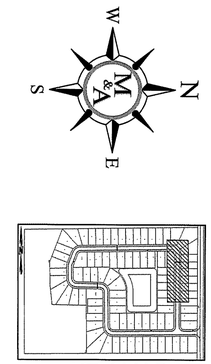
PLAN: STA 32+50 THRU 37+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 32+50 THRU 37+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



Revision	Date:	Designed:	Drawn:	Checked:
PER SJRWMD COMMENTS 10/22/18	9/27/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 32+50 TO 37+00

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Drawing #: WEST
Scale:
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Sheet #:
C-12
Sheet 12 of 22

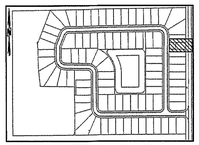
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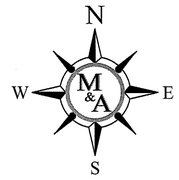
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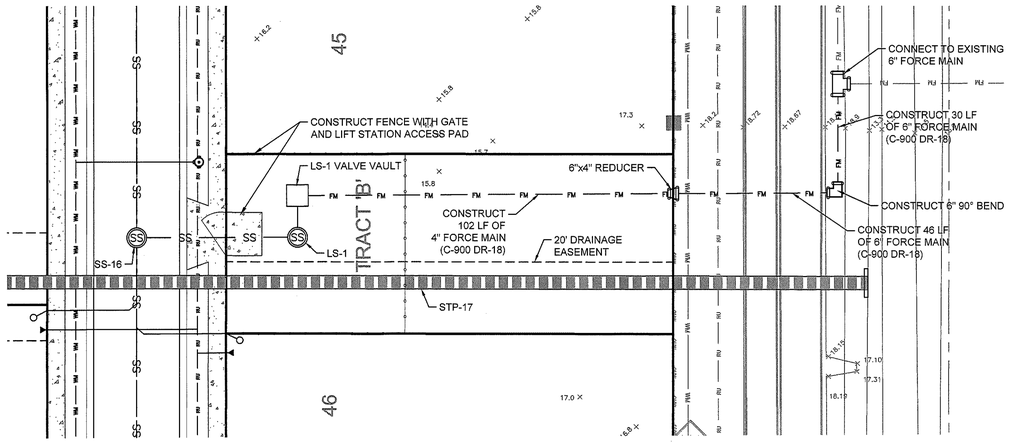
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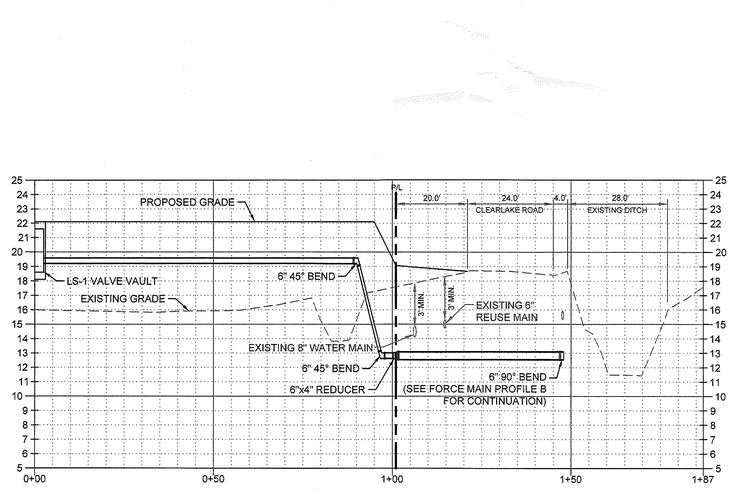
KEY MAP
N.T.S.





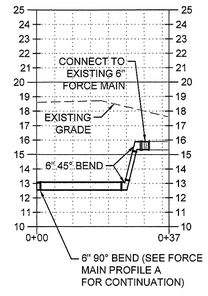
PLAN: FORCE MAIN CROSSING

HORIZONTAL SCALE: 1" = 20'



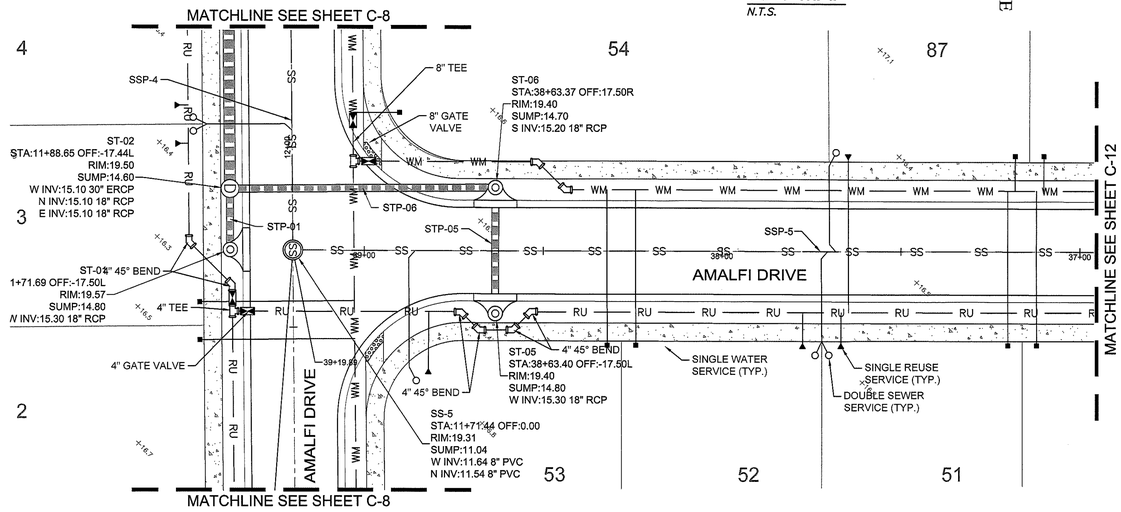
FORCE MAIN PROFILE - A

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



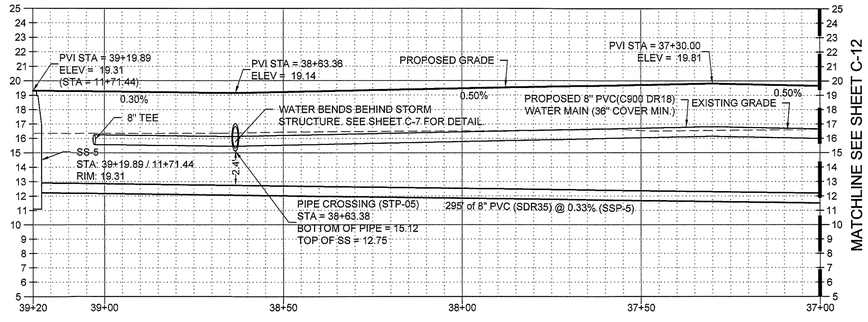
FORCE MAIN PROFILE - B

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



PLAN: STA 37+50 THRU 39+19.89

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 37+00 THRU 39+19.89

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

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

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 37+00 TO 39+19

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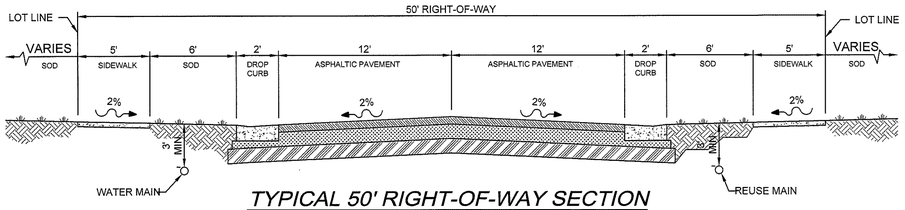
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Drawing #: WEST
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C-13
Sheet 13 of 22



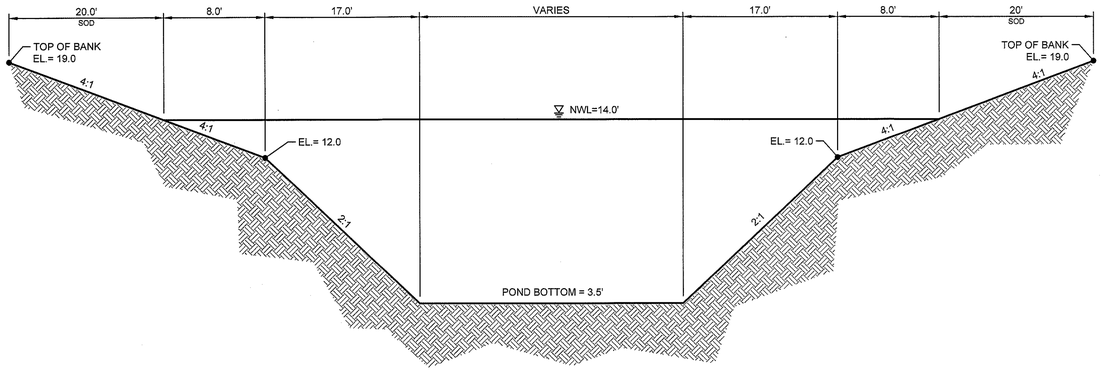
Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:

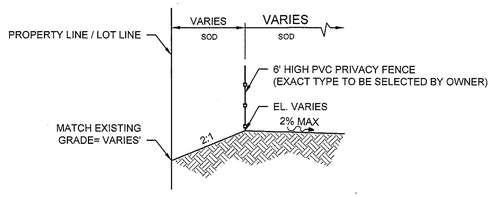
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TYPICAL 50' RIGHT-OF-WAY SECTION
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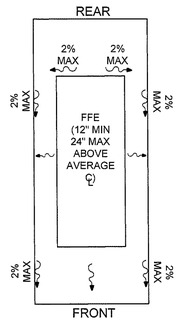


SECTION - A (POND)
NTS

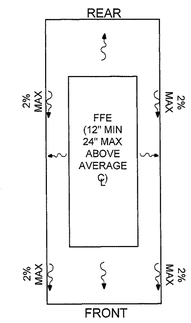


NOTE:
1. 2:1 SLOPE TO EXISTING GRADE VARIES PER MATCHING GRADE.
2. MINIMUM OF 1' WIDTH OF 2:1 TO MATCH EXISTING GRADE.

TYPICAL REAR LOT SECTION
NTS

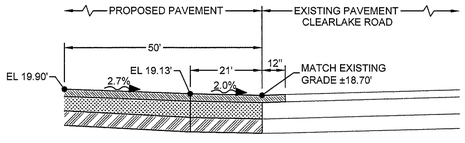


TYPICAL LOT LAYOUT 'A'
NTS

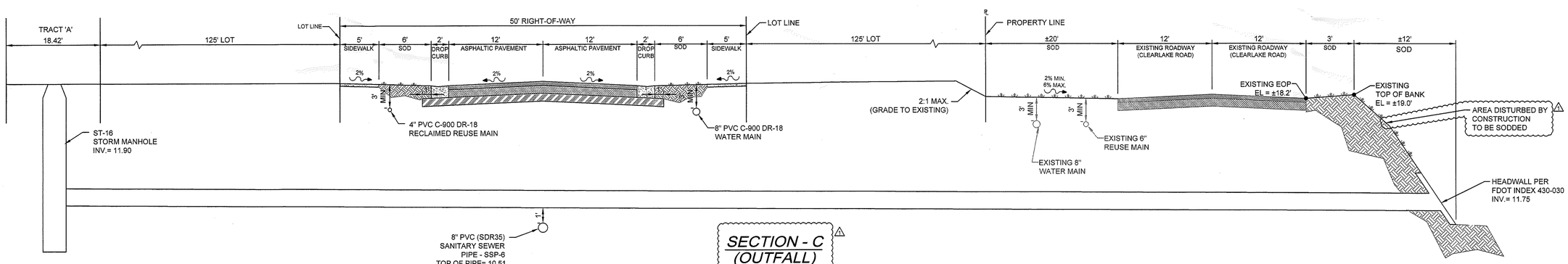


TYPICAL LOT LAYOUT 'B'
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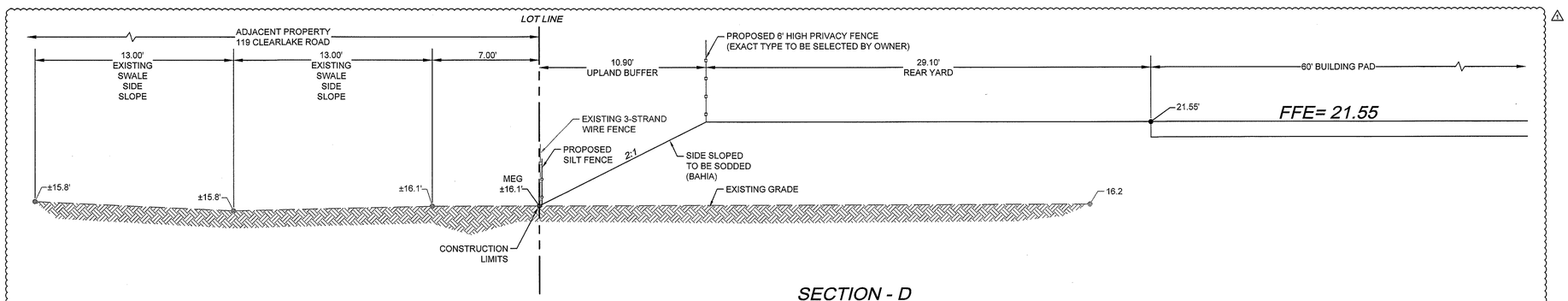
1. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 6" BELOW FFE PER DETAIL.
2. ALL LOT GRADING SHALL COMPLY WITH FLORIDA BUILDING CODE SECTION R401.3 DRAINAGE. GRADE SHALL FALL A MINIMUM OF 6" FIN THE FIRST 10'.
3. THIS DETAIL IS FOR GENERAL GRADING INFORMATION. SPOT ELEVATIONS IN CROSS SECTIONS SHALL DICTATE ON GRADING AND DRAINAGE SHEETS IF THEY VARY FROM THIS DETAIL.
4. SEE PLAT FOR ADDITIONAL EASEMENT INFORMATION.



SECTION - B (ENTRANCE)
NTS



SECTION - C (OUTFALL)
NTS



SECTION - D (LOT 38)
NTS

Revision	Date	Designed	Drawn	Checked
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LAKESIDE PALMS WEST
COCOA, FL

CROSS SECTIONS

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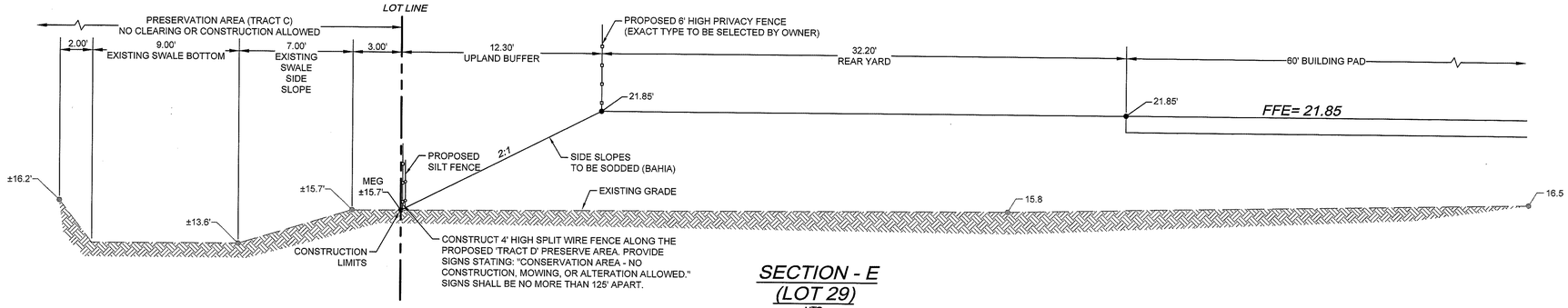
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Drawing #: WEST
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Sheet #:
C-14
Sheet 14 of 22

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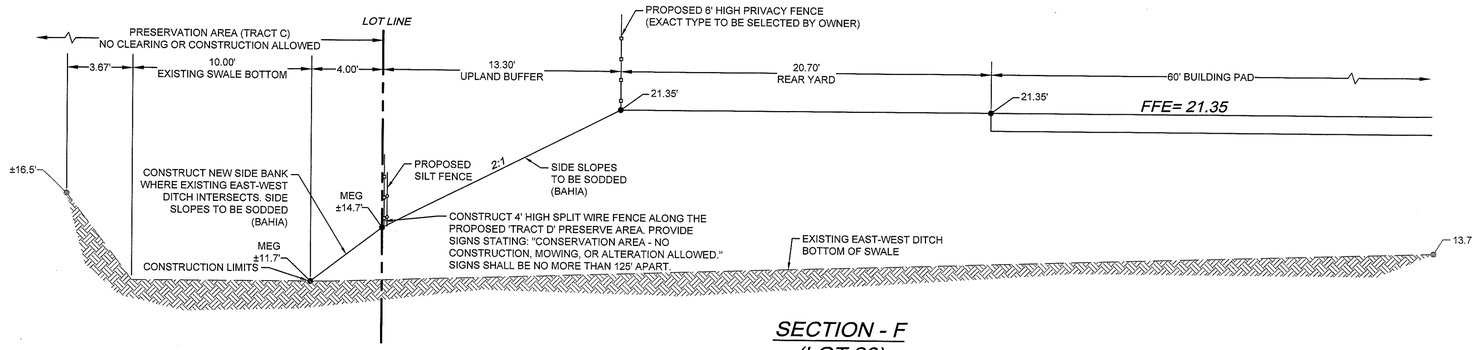
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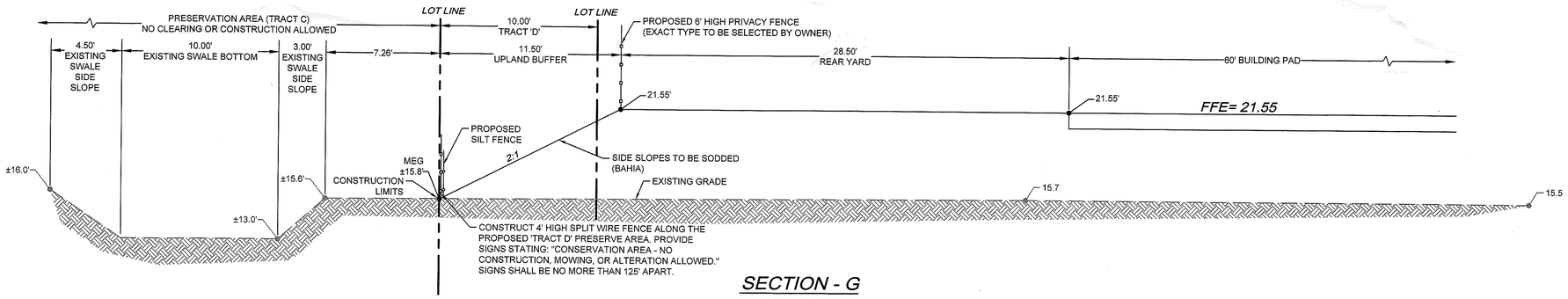
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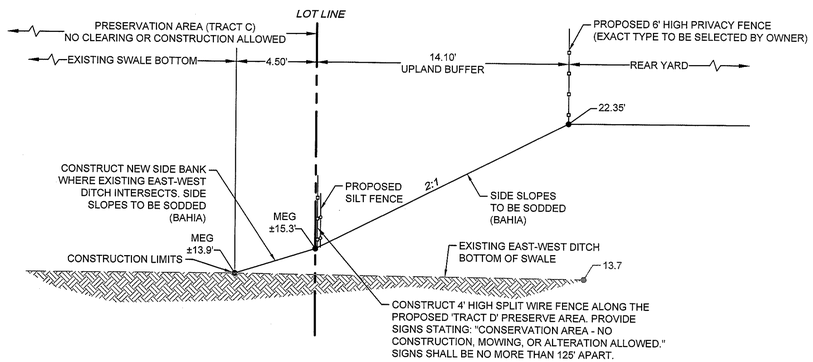
SECTION - E
(LOT 29)
NTS



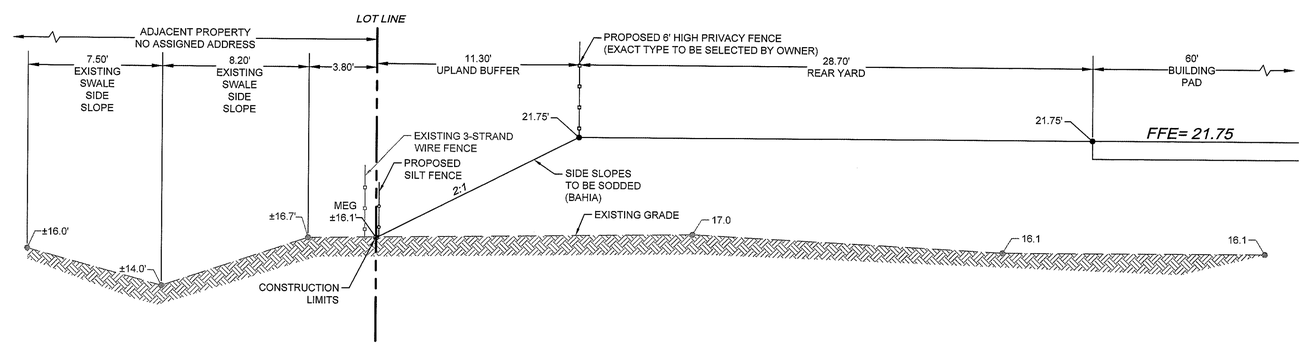
SECTION - F
(LOT 26)
NTS



SECTION - G
(LOT 17)
NTS



SECTION - H
(LOT 13)
NTS



SECTION - I
(LOT 5)
NTS

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

LAKESIDE PALMS WEST
COCOA, FL

CROSS SECTIONS

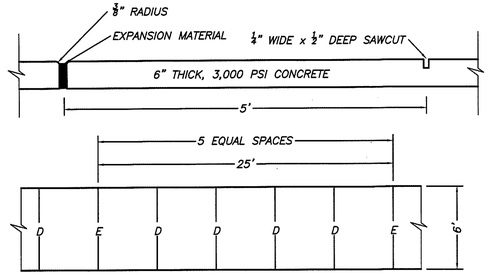
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Drawing #: WEST
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Sheet #:
C-15
Sheet 15 of 22

ANDREAS H. KIRBACH
LICENSE
NO. 49431
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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Andreas H. Kirbach P.E. FL. Reg. #49431

Date:

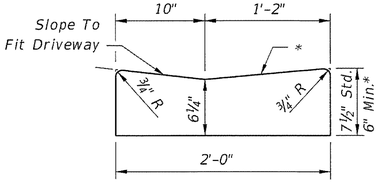


NOTE: EXCEPT WHERE SHOWN IN PLAN, ALL NEW CONCRETE JOINTS SPACED AS SHOWN IN THESE DETAILS. AN EXPANSION JOINT SHALL BE USED TO SEPARATE THE NEW CONCRETE WALK FROM OTHER NEW OR EXISTING CONCRETE CONSTRUCTION.

E = EXPANSION JOINT D = DUMMY JOINT

CONTROL JOINT DETAIL

NTS

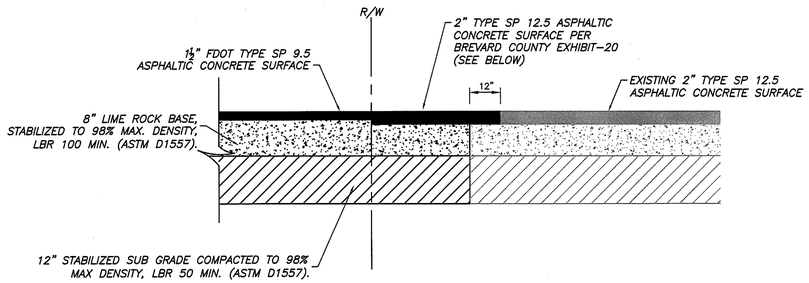


Note: To be paid for as parent curb.

* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

DROP CURB DETAIL

NTS – PER FDOT INDEX 300



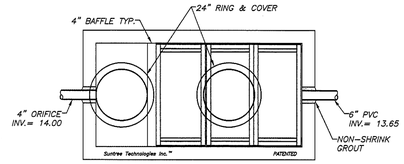
TYPICAL PAVEMENT SECTION

NTS

SUNTREE TECHNOLOGIES INC.™ NUTRIENT REMOVING FILTRATION SYSTEM™ MODEL NO: NRFS–4–8–96

GENERAL NOTES:

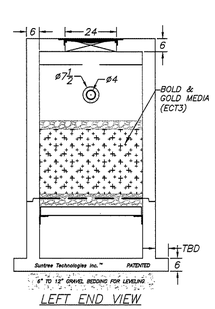
1. Cubic feet of Media = 56.66 ft³
2. Cubic feet of Rock = 18.88 ft³
3. CONCRETE 28 DAY COMPRESSIVE STRENGTH FC=5000 PSI
4. REINFORCING: ASTM A–615 GRADE 60
5. SUPPORTS AN H20 LOADING AS INDICATED BY AASHTO.
6. JOINT SEALANT: BUTYL RUBBER SS–S–00210
7. ALL WALLS 6", BOTTOM 6", & TOP TO BE 6"
8. INFLOW AND OUTFLOW PIPES ARE TO BE FLUSH WITH THE INSIDE SURFACE OF THE CONCRETE STRUCTURE. (CAN NOT INTRUDE BEYOND FLUSH)
9. MANUFACTURER TO SUPPLY ALL MATERIALS UNLESS OTHERWISE NOTED
10. MINIMUM CRITICAL DIMENSIONS ARE SHOWN IN A PENTAGON BLOCK



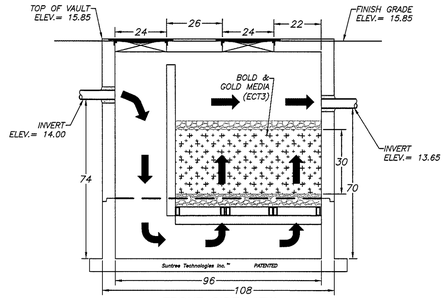
PLAN VIEW

INSTALLATION NOTES:

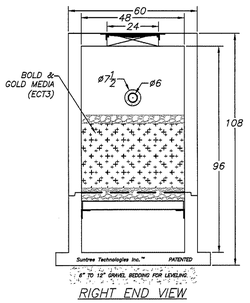
1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURERS SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURERS CONTRACT.
2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM OF 6" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE TO VERIFY PROJECT ENGINEERS RECOMMENDED BASE SPECIFICATIONS.
3. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE. (PIPES CANNOT INTRUDE BEYOND FLUSH). ALL PIPES SHALL BE SEALED WATER TIGHT WITH A NON–SHRINK GROUT PER MANUFACTURERS STANDARD CONNECTION DETAIL AND SHALL MEET OR EXCEED REGIONAL PIPE CONNECTION STANDARDS.
4. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES.
5. CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL RISERS, MANHOLES, AND HATCHES (UNLESS CAST INTO THE TOP). CONTRACTOR TO GROUT ALL MANHOLES AND HATCHES TO MATCH FINISH SURFACE UNLESS SPECIFIED OTHERWISE.
6. HEAVIEST PICK POINT TO BE 19,000 LBS.



LEFT END VIEW



FRONT SIDE VIEW



RIGHT END VIEW

PATENTED
AND PATENTS PEND.

Suntree Technologies Inc.
798 Clearlake Road, Cocoa, Florida 32922
PH: 321–637–7552 Fax: 321–637–7554

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SUNTREE TECHNOLOGIES INC.™ 798 CLEARLAKE RD, SUITE #2 COCOA, FL 32922	PROJECT LOC:	CAD	REVISIONS	DATE
NUTRIENT REMOVING FILTRATION SYSTEM MODEL NO: NRFS–4–8–96	PROJECT NAME:	~~~	-------	00/00/00
START DATE: 00/00/00 SCALE: N/A				
DRAFTER: –.–.–. UNITS: INCHES				
CHECKED BY: –.–.–. PO #: 00000	00–00–00–00–00			

CONTROL STRUCTURE BAFFLE BOX (CS-BB) DETAIL

NTS

1	PER SJRWMD COMMENTS	10/22/18	
Designed: AHK		Date:	9/27/2018
Drawn: DRD		Date:	9/27/2018
Checked: AHK		Date:	9/27/2018

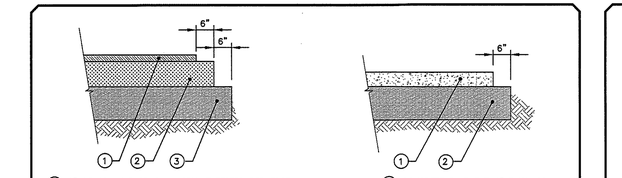
Revision

LAKESIDE PALMS WEST
COCOA, FL

DETAILS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL. 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-16
Sheet 16 of 22



① 2" OF SP–12.5 OR S–1 ASPHALT TESTED PER FDOT AND/OR BREVARD COUNTY STANDARDS LATEST EDITION
② 8" THICK LIMEROCK OR CEMENTED COQUINA BASE, MIN. LBR 100, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T–180
③ SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T–180

ASPHALT DRIVEWAY PAVEMENT SECTION FOR COUNTY R/W

① CONCRETE PAVEMENT 6" THICK 28 DAY, 3000 PSI REINFORCED WITH FIBER MESH
② SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T–180

COMMERCIAL ON–SITE AND COUNTY R/W DRIVEWAY CONCRETE PAVEMENT SECTION

NOTE: FOR ON–SITE COMMERCIAL PAVEMENT THE BASE AND SUBGRADE MAY BE REDUCED TO 6" THICK AND THE ASPHALT REDUCED TO A MINIMUM OF 1" OF SP–9.5 OR S–III

NOTES:

1. CONCRETE PAVEMENT SHALL BE CONSTRUCTED OF 28 DAY, 3000 PSI, CLASS 1 CONCRETE.
2. CONTRACTION JOINTS SHALL BE 1/8 INCH WIDE AND SAW–CUT OR TOOLED.
3. CONSTRUCTION JOINTS ARE REQUIRED WHEN CONSTRUCTING ADJACENT FRESH CONCRETE POURS.
4. EXPANSION JOINTS ARE REQUIRED ALONG ALL OTHER ADJACENT PAVEMENTS, AT EACH SIDE OF STORM INLET STRUCTURES, AND AT ALL RADIUS POINTS.
5. EXPANSION JOINTS SHALL BE 1/2 INCH WIDE (WITH 1/2 INCH PREMOLDED JOINT MATERIAL) AND SHALL BE FULL DEPTH OF THE PAVEMENT.
6. JOINT MATERIAL SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 932, LATEST EDITION.
7. THE SUBGRADE SHALL BE COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T–180 AND SHALL EXTEND 6 INCHES (MINIMUM) BEYOND EDGE OF PAVEMENT.
8. DRIVEWAYS SHALL BE OF UNIFORM WIDTH FROM THE RIGHT OF WAY LINE TO THE EDGE OF PAVEMENT.
9. COMMERCIAL DRIVEWAYS SHALL HAVE A MINIMUM RADIUS AS FOLLOWS:
   A. 35' STD. RADIUS
   B. 50' MIN. RADIUS FOR LARGE TRUCKS (WB 40 AND WB 50)
10. CONSTRUCT DROP CURB AS PER FDOT INDEX 300 ACROSS COMMERCIAL DRIVEWAYS WHERE CURB AND GUTTER EXISTS.

REQUIREMENTS FOR COMMERCIAL PARKING AND DRIVEWAYS

	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 20	MAY–2006

STREET NAME SIGN NOTES:

1. SIGNS IN PUBLIC R.O.W. SHALL BE GREEN WITH 5/8" WHITE BORDER AND WHITE LETTERS AND NUMBERS.
2. SIGNS IN PRIVATE R.O.W. SHALL BE WHITE WITH 5/8" BLACK BORDER AND BLACK LETTERS AND NUMBERS.
3. STREET NAME BLADES SHALL BE RIVETED TOGETHER AT EACH CORNER WITH 3/16" SMALL FLANGE AVEX RIVETS. ATTACH BLADES TO POST WITH CHERRY–MATE ALUMINUM RIVETS, # BALMBBP24, OR 5/16" X 2–1/2" S.S. BOLTS, 1–1/4" X 5/16" S.S. FENDER WASHERS, W/ S.S. STOP HEX NUT HAVING NYLON INSERTS (LOCK NUTS).

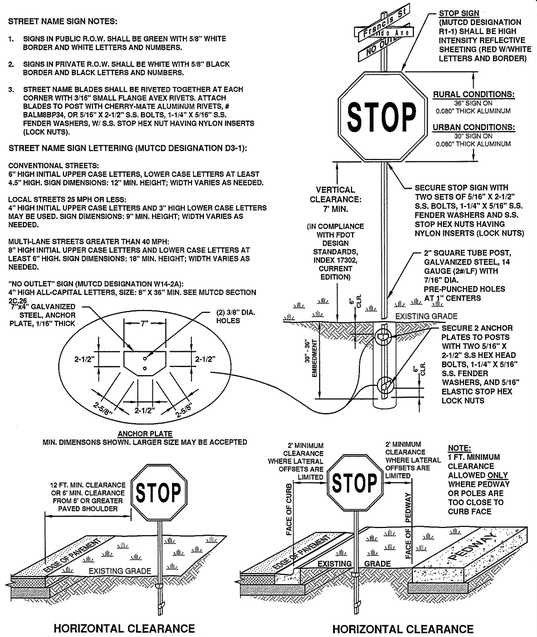
STREET NAME SIGN LETTERING (MUTCD DESIGNATION D3-1):

CONVENTIONAL STREETS:
6" HIGH INITIAL UPPER CASE LETTERS, LOWER CASE LETTERS AT LEAST 4.8" HIGH. SIGN DIMENSIONS: 12" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

LOCAL STREETS 25 MPH OR LESS:
4" HIGH INITIAL UPPER CASE LETTERS AND 3" HIGH LOWER CASE LETTERS MAY BE USED. SIGN DIMENSIONS: 9" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

MULTI–LANE STREETS GREATER THAN 40 MPH:
8" HIGH INITIAL UPPER CASE LETTERS AND LOWER CASE LETTERS AT LEAST 6" HIGH. SIGN DIMENSIONS: 18" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

"NO OUTLET" SIGN (MUTCD DESIGNATION W14-2A):
4" HIGH ALL–CAPITAL LETTERS, SIZE: 8" X 36" MIN. SEE MUTCD SECTION 2C–29.



ANCHOR PLATE
MIN. DIMENSONS SHOWN. LARGER SIZE MAY BE ACCEPTED

NOTE: 1 FT. MINIMUM CLEARANCE ALLOWED ONLY WHERE PEDWAY OR POLES ARE TOO CLOSE TO CURB FACE

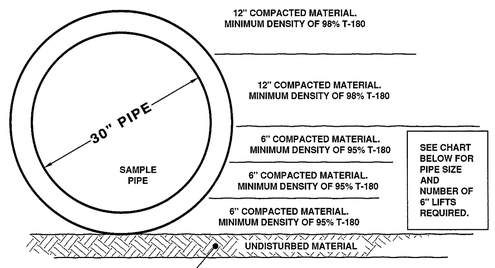
HORIZONTAL CLEARANCE (WITHOUT CURB AND GUTTER)

HORIZONTAL CLEARANCE (WITH CURB AND GUTTER)

STOP SIGN AND STREET MARKER DETAILS

	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 26	DATE: OCT-2014

12" THICK UNIFORM LIFTS COMPACTED TO A MINIMUM DENSITY OF 98% T-180, FROM TOP OF PIPE TO FINISHED GRADE OR BOTTOM OF BASE MATERIAL



IF DISTURBED, COMPACT TO 95% T-180 OR INSTALL #57 STONE MAXIMUM THICKNESS 4". FILTER CLOTH WRAP NOT REQUIRED FOR 4" THICKNESS OR LESS

NOTES:

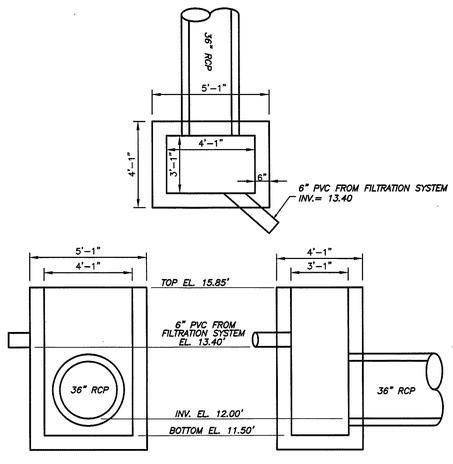
1. NUMBER OF LIFTS REQUIRED FOR PIPE SIZES IN EXCESS OF THOSE SHOWN IN CHART SHALL BE APPROVED BY THE ENGINEER OF RECORD AND BREVARD COUNTY ENGINEERING, IN WRITING, PRIOR TO INSTALLATION.
2. THESE REQUIREMENTS APPLY TO ALL STORMWATER PIPE INSTALLATIONS IN SUBDIVISIONS, PUBLIC OR PRIVATE, DRAINAGE EASEMENTS, PUBLIC OR PRIVATE, ALL COUNTY RIGHTS-OF-WAY, AND FOR ANY OTHER STORMWATER PIPE INSTALLATIONS THAT WILL BECOME COUNTY MAINTAINED INFRASTRUCTURE.
3. BACKFILL AROUND STORMWATER STRUCTURES SHALL BE COMPACTED IN 12" LIFTS TO A MINIMUM DENSITY OF 98% T-180.

PIPE SIZE	NUMBER OF 6" LIFTS
15"	2
18"	2
24"	2
30"	3
36"	4
42"	5
48"	5
54"	6
60"	6
66"	7
72"	7

PIPE SIZE	NUMBER OF 6" LIFTS
11" x 17"	2
14" x 23"	2
19" x 30"	2
24" x 38"	2
29" x 45"	4
34" x 53"	4
38" x 60"	4
43" x 68"	5
48" x 76"	5
58" x 91"	6

STORMWATER PIPE INSTALLATION BACKFILL REQUIREMENTS

	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 27	DATE: OCT-2014



CONTROL STRUCTURE (CS-01) DETAIL FDOT TYPE D INLET

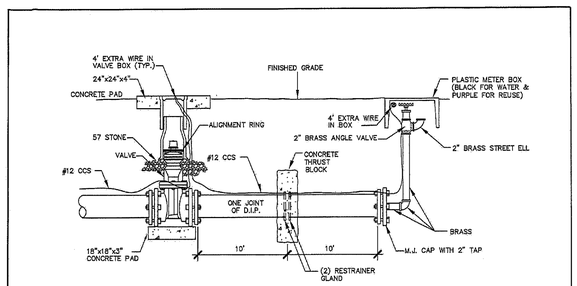
NTS

ANDREAS H. KIRBACH — LICENSE — No. 49431 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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

Date:

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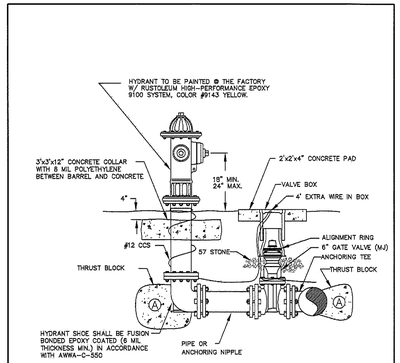


NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OR A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

PROPER AMOUNT OF RESTRAINED PIPE UPSTREAM OF VALVE MAY BE USED IN LIEU OF THRUST COLLAR.

2" BLOW-OFF DETAIL
10" WATER MAINS AND SMALLER

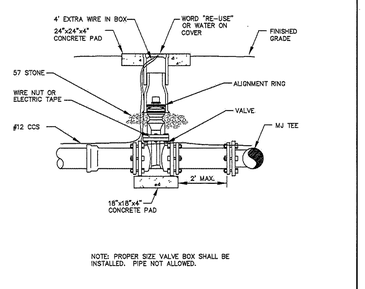
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	BLOW-OFF DETAIL 1	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 3
		ACAD NAME: BLOW OFF DETAIL 1	



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 SPECIFICATION 1.2.5.

Ⓐ 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: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: FIRE HYDRANT DETAIL	

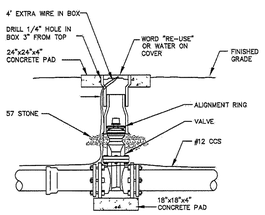


NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PIPE NOT ALLOWED.

GATE VALVE AND FITTING DETAIL
NTS

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: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & FITTING DETAIL	

GATE VALVE AND VALVE BOX DETAIL
NTS



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 WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MGRADE 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: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

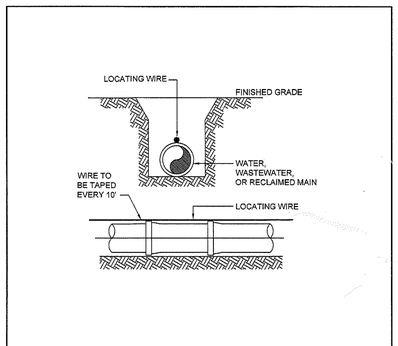
TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	21	29	38	45	53	66	79	91
45° BEND	9	12	16	19	22	45	33	38
22-1/2° BEND	5	6	8	9	11	14	16	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3

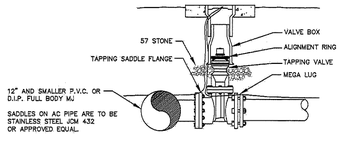
6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: RESTRAINED PIPE TABLE WATER AND RECLAIMED	



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (#12 CCS) 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 SECTION 1.5.5.

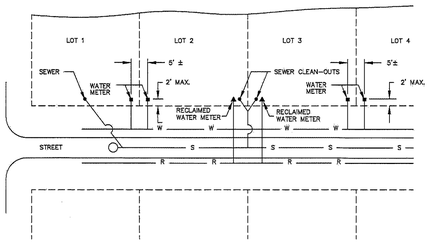
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	LOCATING WIRE DETAIL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: LOCATION WIRE DETAIL	



SADDLES ON AC PIPE ARE TO BE STAINLESS STEEL JCM 432 OR APPROVED EQUAL.

TAPPING SADDLE AND VALVE
NTS

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TAPPING SADDLE AND VALVE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TAPPING SADDLE AND VALVE	



TYPICAL LOT SERVICE LINE LOCATION
NTS

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: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL LOT SERVICE LINE LOCATION	

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F.. THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

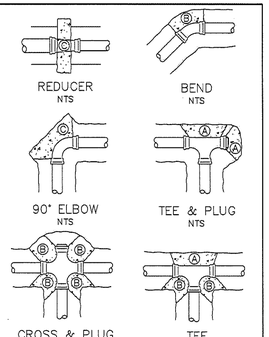
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1-1/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B(22-1/2)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-1/4	14-1/2	25-1/4	39

THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BEARING 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: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: THRUST BLOCK NOTES & DETAILS	

POTABLE WATER DISTRIBUTION SYSTEM NOTES

1. WATER DISTRIBUTION SYSTEM CONSTRUCTION SHALL COMPLY WITH CITY OF COCOA LATEST SPECIFICATIONS AND THE APPROVED PLANS. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL WATER MAINS, SERVICES, AND APPURTENANCES IN ACCORDANCE WITH SAID SPECIFICATIONS, COPIES OF WHICH SHALL BE KEPT AT THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL NOTIFY THE CITY OF COCOA UTILITIES ENGINEERING DEPARTMENT 24 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. INSTALLATION OF WATERLINES SHALL BE IN ACCORDANCE WITH ANSI/AWWA C 900 (MANUAL M23) FOR PVC PRESSURE PIPE, AND C 600 FOR DUCTILE IRON PIPE.
3. PVC PRESSURE PIPES SIZE 4" THROUGH 12" SHALL BE CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETER CLASS 150 (DR 18) AND COMPLY WITH AWWA C-900 STANDARD AND MEET THE REQUIREMENTS OF ASTM D2241. ALL JOINTS SHALL BE OF THE ELASTOMERIC-GASKET TYPE WITH THICKENED, INTEGRAL SOLID-WALL BELL OR COUPLING WITH THE SAME DR AS THE BARREL. SOLVENT-CEMENT JOINTS WILL NOT BE ACCEPTED. ALL PVC PRESSURE PIPE USED FOR WATER DISTRIBUTION SYSTEMS SHALL BE BLUE IN COLOR HAVING BEEN IMPREGNATED INTO THE STRUCTURAL RESIN AT THE PIPE MANUFACTURING PLANT.
4. ALL WATER MAINS TO HAVE A MINIMUM COVER OF 36" UNLESS OTHERWISE NOTED.
5. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
   (C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
   (D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
6. VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
7. SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.

   (A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.
   (B) WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.
8. SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

   NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
9. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
10. ALL FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT FOR USE WITH PREVIOUSLY SPECIFIED DUCTILE IRON AND OR PVC PIPE. CAST DUCTILE FITTINGS 4-INCH THROUGH 24-INCH SHALL BE PRESSURE RATED AT 350 PSI MINIMUM. ALL FITTINGS SHALL CONFORM TO ANSI/AWWA STANDARD C110/A21.10 AND/OR ANSI/AWWA STANDARD C153/A21.53 (LATEST EDITIONS). ALL FITTINGS SHALL BE CEMENT-LINED AND SEAL-COATED IN ACCORDANCE WITH ANSI/AWWA STANDARD C104/A21.4-1990. ALL FITTINGS SHALL HAVE DOUBLE CEMENT LINING THICKNESS. ALL FITTINGS FOR UNDERGROUND INSTALLATION SHALL BE OUTSIDE COATED WITH A 1-MIL THICK BITUMINOUS MATERIAL APPLIED BY MEANS OF AIRLESS SPRAY OR OTHER FACTORY APPROVED METHOD.
11. ALL WATER MAIN SHALL HAVE RESTRAINED JOINTS. RESTRAINED JOINTS SHALL BE EBAA IRON, INC. MECHANICAL JOINT SYSTEM.
12. THE MINIMUM LENGTH OF PIPE TO BE RESTRAINED ON EACH SIDE OF THE FITTING SHALL BE BASED ON THE RESTRAINT TABLE, MANUFACTURER'S RECOMMENDATIONS, AND THE CITY OF COCOA, WHICHEVER IS GREATER.
13. SHOP DRAWINGS OF ALL PIPE, VALVES, AND FITTINGS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF COCOA PRIOR TO ORDERING MATERIALS.
14. HYDROSTATIC TESTS CONSISTING OF PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL NEWLY INSTALLED WATER MAINS AND APPURTENANCES PER AWWA C600 OR M23, AS APPLICABLE. THE CONTRACTOR SHALL NOTIFY THE CITY OF COCOA AND ENGINEER OF RECORD FOR AN INSPECTION OF WATER MAIN CONNECTIONS PRIOR TO BACK FILLING.
15. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651-DISINFECTING WATER MAINS. BACTERIOLOGICAL TEST SAMPLES MUST BE TAKEN AND ANALYZED FOR TWO CONSECUTIVE DAYS. THESE SAMPLES MUST PROVE SATISFACTORY OR RECHLORINATION AND RESAMPLING CARRIED OUT. NO WATER IS TO BE USED UNTIL THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ISSUES A LETTER OF CLEARANCE. THE TESTS SHALL BE PERFORMED BY A CERTIFIED TESTING LAB, PAID FOR BY THE CONTRACTOR, AND THE RESULTS PROVIDED TO THE OWNER.
16. PERMANENT ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED, 20 FOOT WIDE, ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING A 32-TON EMERGENCY VEHICLE. THE DRIVING SURFACE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
17. NEWLY CONSTRUCTED WATERLINE SHALL BE SWABBED PER CITY OF COCOA SPECIFICATIONS.
18. A TAPPING CONTRACTOR, ACCEPTABLE TO THE CITY OF COCOA, IS REQUIRED FOR THE WATER MAIN TAPS.
19. A UTILITY CONTRACTOR IS REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.

Revision	Date
PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

CITY OF COCOA WATER DETAILS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7900 / L.B. #7940
504 North Harbor City Blvd. - Melbourne, FL. 32935
Phone (321) 751-6080 Fax (321) 751-6089

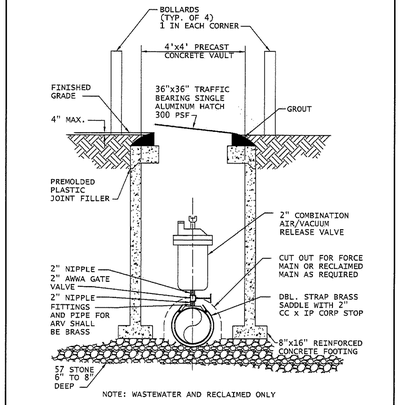
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Vert. N/A
Sheet #:
C-17
Sheet 17 of 22

ANDREAS H. KIRBACH LICENSE NO. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

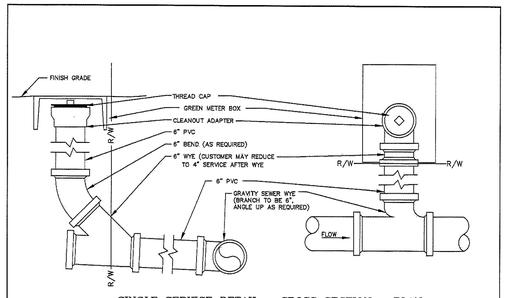
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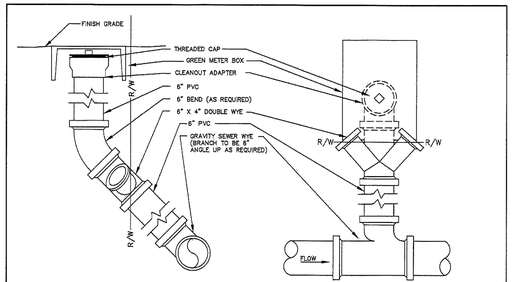
AIR OR COMBINATION AIR/VACUUM RELEASE VALVE DETAIL

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		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: AIR RELEASE VALVE	



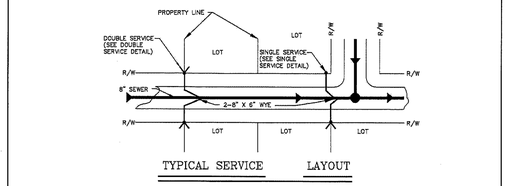
SINGLE SERVICE DETAIL CROSS SECTION PLAN

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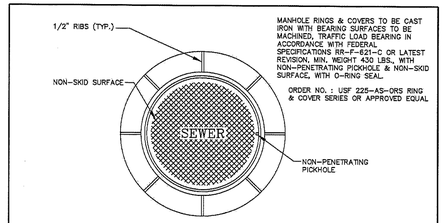
DOUBLE SERVICE DETAIL CROSS SECTION PLAN

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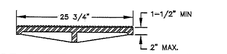


TYPICAL SERVICE LAYOUT

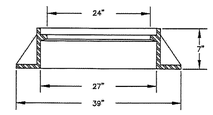
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL SERVICE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
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		ACAD NAME: TYPICAL SERVICE	



MANHOLE RING AND COVER PLAN

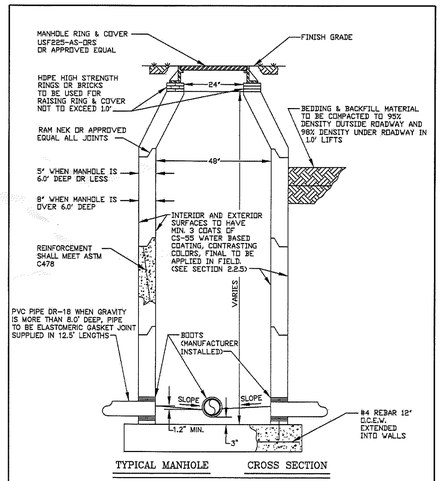


MANHOLE COVER CROSS SECTION



MANHOLE RING CROSS SECTION

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		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: MANHOLE RING AND COVER	



TYPICAL MANHOLE CROSS SECTION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL MANHOLE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL MANHOLE	

WASTEWATER SPECIFICATIONS NOTES:

1. *WASTEWATER COLLECTION SYSTEM CONSTRUCTION AND MATERIALS SHALL COMPLY WITH THE LATEST CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARDS AND THE APPROVED PLANS.*
2. *SHOP DRAWINGS OF ALL PIPES, FITTINGS AND STRUCTURES SHALL BE SUBMITTED TO, REVIEWED AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF COCOA UTILITIES PRIOR TO ORDERING MATERIAL.*
3. *RECORD DRAWINGS ARE REQUIRED FOR ALL SYSTEMS TO BE ACCEPTED BY THE CITY OF COCOA.*

Revision	Date
PER SJRWMD COMMENTS 10/22/2018	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

CITY OF COCOA
SEWER DETAILS

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

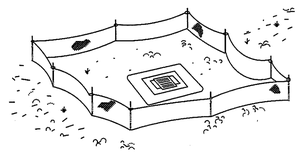
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Sheet #:
C-18
Sheet 18 of 22

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

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

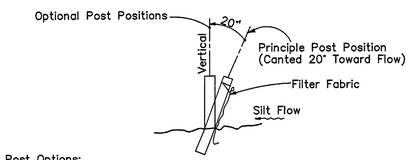
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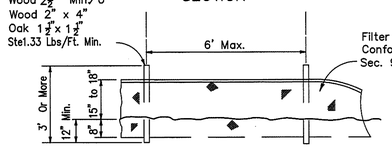
Type III Silt Fence Protection
Around Ditch Bottom Inlets.

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.



SECTION

Post Options:
Wood 2½" Min/O
Wood 2" x 4"
Oak 1½" x 1½"
Stel.33 Lbs/Ft. Min.

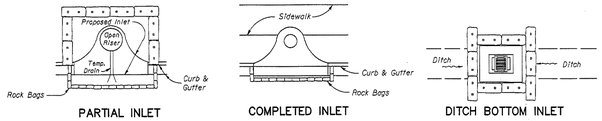


ELEVATION

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE DETAIL

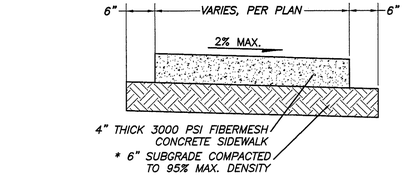
NTS – PER FDOT INDEX #102

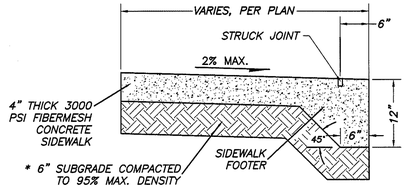


PARTIAL INLET COMPLETED INLET DITCH BOTTOM INLET

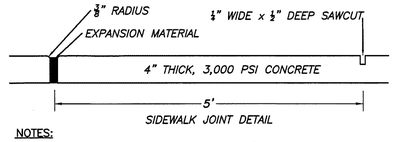
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

NTS – PER FDOT INDEX #102





THIS DETAIL IS FOR SIDEWALKS LOCATED ADJACENT TO PARKING. ALL OTHER SIDEWALKS TO BE 4" THICK AND WILL NOT REQUIRE A FOOTER.



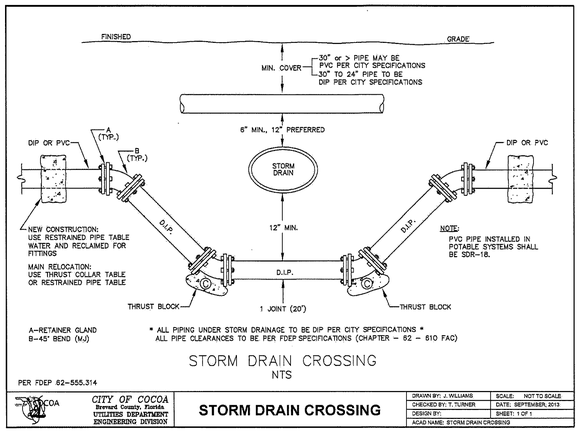
SIDEWALK JOINT DETAIL

NOTES:

1. CONCRETE SIDEWALK SHALL BE MIN. 4" THICK, FIBER REINFORCED FDOT CLASS I CONCRETE HAVING A LIGHT BROOM FINISH AND CURED WITH FDOT 925-2 CURING COMPOUND APPLIED AT A RATE OF 1 GAL/200 SF.
2. CONSTRUCT SIDEWALK ON 6" SUBGRADE COMPACTED TO A MIN. OF 95% OF MAX. DENSITY IN ACCORDANCE WITH AASHTO T-99. THE SUBGRADE SHALL PROJECT A MIN. OF 6" TO 12" OUTSIDE THE EDGE OF SIDEWALK ON BOTH SIDES.
3. CONTRACTION JOINTS SHALL BE CONSTRUCTED ON 5 FOOT CENTERS. PROVIDE EXPANSION JOINTS ON 75 FOOT CENTERS, AT THE P.C. AND P.T. OF CURVES, JUNCTIONS WITH EXISTING AND NEW SIDEWALKS, AND WHERE NEW SIDEWALKS ABUTS CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.
4. SIDEWALKS SHALL HAVE A MIN. CROSS SLOPE OF 1% AND A MAX. CROSS SLOPE OF 2%.
5. THE FINISHED GRADE OF THE ADJACENT SOIL TO THE SIDEWALK SHALL BE HELD BETWEEN ½"-2" BELOW THE TOP OF THE SIDEWALK TO ENSURE THAT THE SOD WILL BE INSTALLED LOWER THAN THE TOP OF THE SIDEWALK FOR PROPER DRAINAGE.
6. CONTRACTOR SHALL USE 6" GRAVEL (1" WASHED) SUBBASE WITHIN THE ROOT PROTECTION ZONE AS INDICATED ON THE SITE PLAN.

SIDEWALK DETAIL

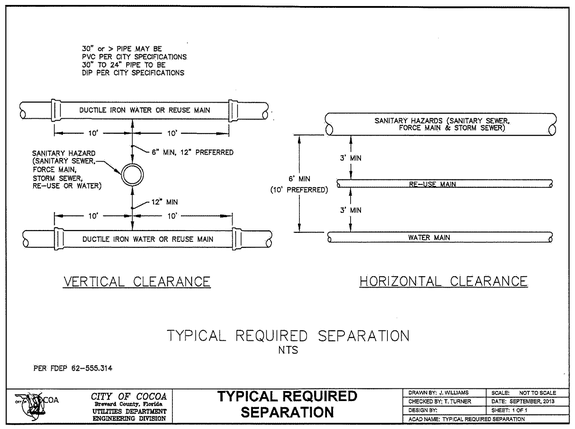
NTS



PER FDEP 62-555.314

STORM DRAIN CROSSING
NTS

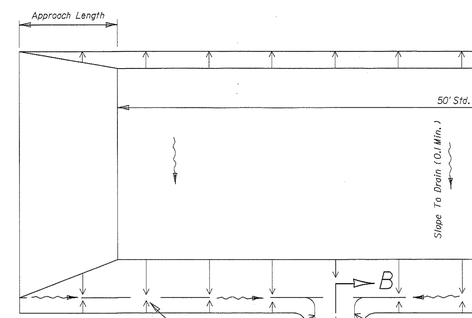
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT ENGINEERING DIVISION	STORM DRAIN CROSSING	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: STORM DRAIN CROSSING



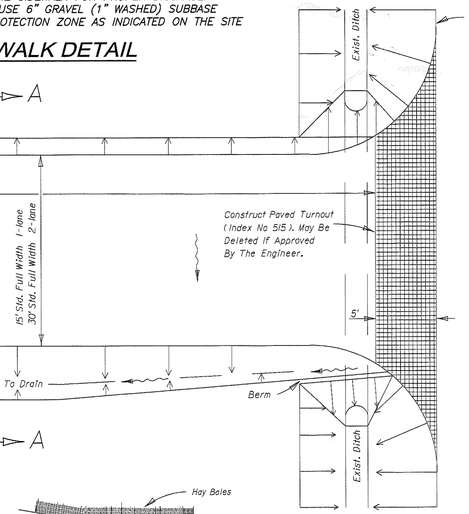
TYPICAL REQUIRED SEPARATION
NTS

PER FDEP 62-555.314

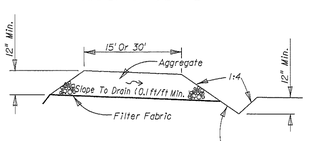
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL REQUIRED SEPARATION	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: TYPICAL REQUIRED SEPARATION



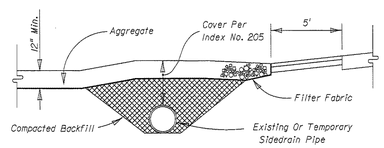
TRANSITION DETAIL



SECTION B-B



SECTION A-A



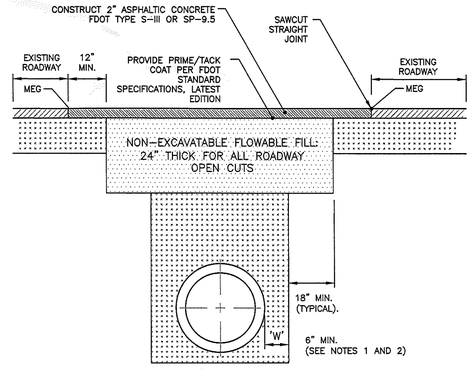
RURAL CONNECTION DETAIL

SOIL TRACKING PREVENTION DEVICE - A

NTS

GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
   15' x 50' - 100 ft³ 30' x 50' - 200 ft³
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, hay bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent offsite tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Hay bales shall be paid for under the contract unit price for Hay or Straw Baled, EA. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.



NOTES:

1. "W" SHALL BE A MINIMUM OF 6" WIDE AND OF SUFFICIENT WIDTH TO ACCOMMODATE NECESSARY COMPACTION EFFORTS. IN THE EVENT THE REQUIRED MINIMUM DENSITY IS NOT ACHIEVED, LOOSE MATERIAL SHALL BE REMOVED, REPLACED AND COMPACTED TO THE REQUIRED DENSITY, OR REPLACED WITH FULL DEPTH FLOWABLE FILL. DENSITY TESTS BELOW THE SPRING LINE OF THE PIPE ARE REQUIRED IN ADDITION TO OTHER TESTING REQUIREMENTS. (IN THE EVENT FULL DEPTH FLOWABLE FILL IS USED AS BACKFILL, DENSITY REQUIREMENTS ARE WAIVED.)
2. CONTRACTOR SHALL EXCAVATE BOTTOM OF TRENCH TO ALLOW FOR BELL SECTION OF PIPE.
3. MINIMUM ALLOWABLE BACKFILL DENSITY SHALL BE 98% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE PER AASHTO T-180.
4. FLOWABLE FILL SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 121, LATEST EDITION.
5. ALL OPEN CUTS SHALL HAVE FLOWABLE FILL AND TEMPORARY ASPHALT INSTALLED WITHIN 2 DAYS OF EXCAVATION. PERMANENT ASPHALT INCLUDING MILLING, IF NEEDED, SHALL BE COMPLETED WITHIN 30 DAYS OF EXCAVATION.
6. THESE ARE MINIMUM REQUIREMENTS. ADDITIONAL RESTRICTIONS MAY BE NECESSARY ON A CASE BY CASE BASIS.

ASPHALT ROADWAY OPEN CUT - PAVEMENT REMOVAL & REPLACEMENT

NTS

Revision	Date
PER SJRWMD COMMENTS 10/22/18	9/27/2018
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

CONSTRUCTION DETAILS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

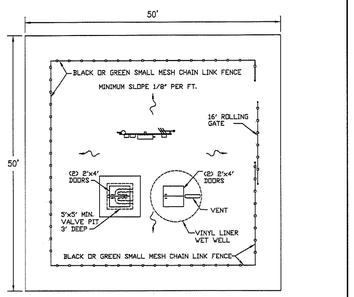
Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-19
Sheet 19 of 22

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

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

Date:

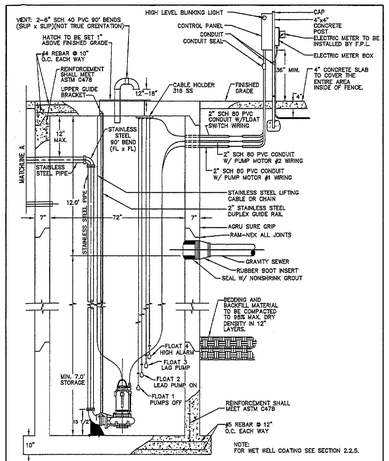
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CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION SITE PLAN

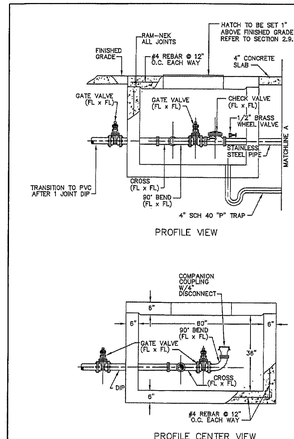
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CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LIFT STATION SITE PLAN	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION

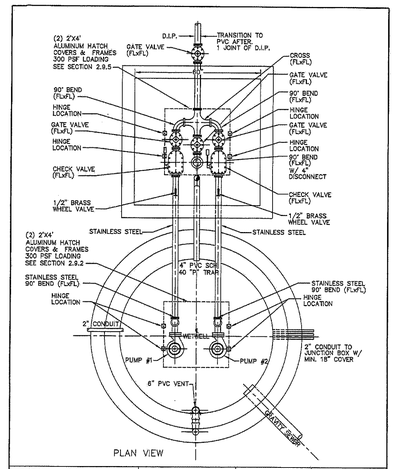
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
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DESIGN BY:	SHEET: 1 OF 4
ACAD NAME: LIFT STATION 1 OF 4	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 2 OF 4
ACAD NAME: LIFT STATION 2 OF 4	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 3 OF 4
ACAD NAME: LIFT STATION 3 OF 4	

LIFT STATION ELECTRICAL REQUIREMENTS

- NEMA 4 OR 4x ENCLOSURE – STAINLESS STEEL SIZE 36"x 48"x 12" MIN.
- MAIN CIRCUIT BREAKER –(GENERAL ELECTRIC, WESTINGHOUSE, SQUARE D)
- BRANCH CIRCUIT BREAKER FOR EACH PUMP (GENERAL ELECTRIC, WESTINGHOUSE, SQUARE D) ADJUSTABLE TRIP.
- 20 AMP, 1 POLE CIRCUIT BREAKER FOR 115 VOLT DUPLEX CONVENIENCE RECEPTACLE (GIF)
- MERCURY FLOAT CONTROLS
- HIGH LEVEL ALARM (FLASHING LIGHT)
- ALTERNATOR (FURNAS)
- 120 VOLT CONTROL VOLTAGE
- ALLEN BRADLEY MOTOR STARTERS BUL 509
- 3 LEG OVERLOAD PROTECTION
- LOW VOLTAGE MOTOR START
- DELAY START ON 2nd PUMP STARTUP
- HOUR METERS NO RESET
- THERMAL OVERLOAD IN PUMP MOTOR (W/ WARNING LIGHT)
- MOISTURE PROBE IN PUMP MOTOR (W/ WARNING LIGHT)
- PUMPS TO BE INSTALLED W/ GUIDE RAIL (STAINLESS STEEL)
- HAND OFF AUTO SWITCH FOR EACH PUMP
- STAINLESS STEEL 316 CABLE OR CHAIN FOR PUMP (FOR LIFTING)
- PHASE FAILURE RELAY
- LIGHTNING ARRESTOR, OUTSIDE BACK OF DISCONNECT BOX
- CONDUIT FROM WETWELL TO CONTROL PANEL MUST BE VAPOR TIGHT (BY USE OF CONDUIT SEAL)
- THREE CONDUIT RUNS FROM CONTROL PANEL TO WETWELL
- COPPER CLAD GROUND ROD 60" MIN.

FENCE SPECIFICATIONS:

1) FABRIC 9-GA, HOT DIPPED GALVANIZED BLACK OR GREEN SMALL MESH.
2) CORNER POSTS AND GATE POSTS TO BE 3" O.D., SCHEDULE 40x 3'-0"
3) LINE POSTS ON 10' CENTERS TO BE 2" O.D., SCHEDULE 40x 8'-0"
4) TOP RAIL TO BE 1-5/8" O.D., SCHEDULE 40
5) 16'-0" ROLLING GATE TO BE CONSTRUCTED OF 1-5/8" O.D., SCHEDULE 40 TUBE AND TO BE EQUIPPED WITH CENTER LOCKING DROP RODS AND DIAGONAL TRUSS RODS.

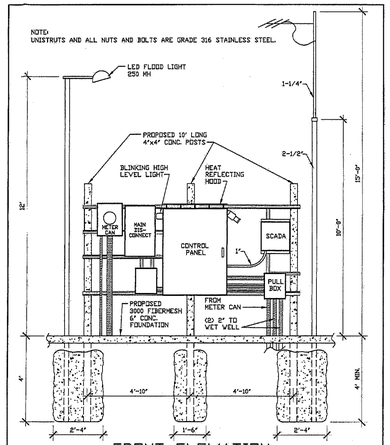
NOTES:

1) PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL SLIDERAIL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD INDICATORS.
2) ALL PIPES, INVERTS AND HATCHES TO BE THE SIZE AND KIND SPECIFIED ON THE SET OF APPROVED CONSTRUCTION PLANS.
3) D.I.P. TO BE CLASS 54 MIN. THICKNESS.
4) ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION

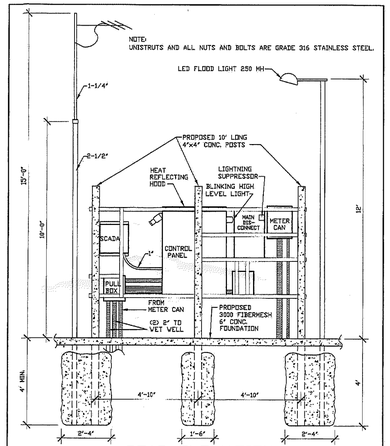
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CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 4 OF 4
ACAD NAME: LIFT STATION 4 OF 4	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

FRONT ELEVATION

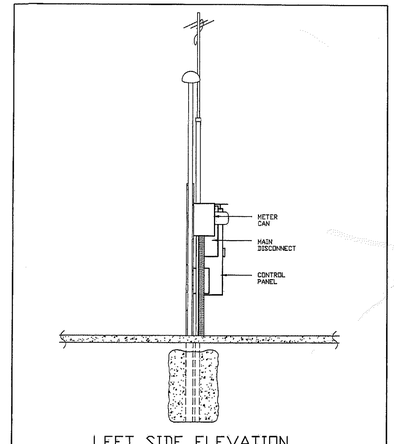
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CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 1 OF 6
ACAD NAME: ELECT ELEV 1 OF 6	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

REAR ELEVATION

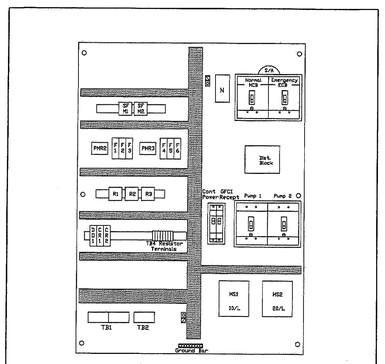
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CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 2 OF 6
ACAD NAME: ELECT ELEV 2 OF 6	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LEFT SIDE ELEVATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 3 OF 6
ACAD NAME: ELECT ELEV 3 OF 6	

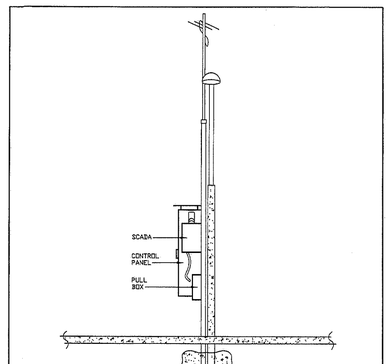


INTERIOR BACK PANEL

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

INTERIOR BACK PANEL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 5 OF 6
ACAD NAME: ELECT ELEV 5 OF 6	

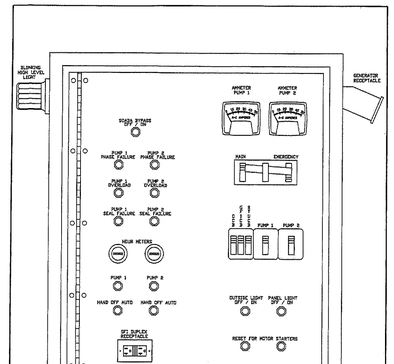


RIGHT SIDE ELEVATION

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

RIGHT SIDE ELEVATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 4 OF 6
ACAD NAME: ELECT ELEV 4 OF 6	



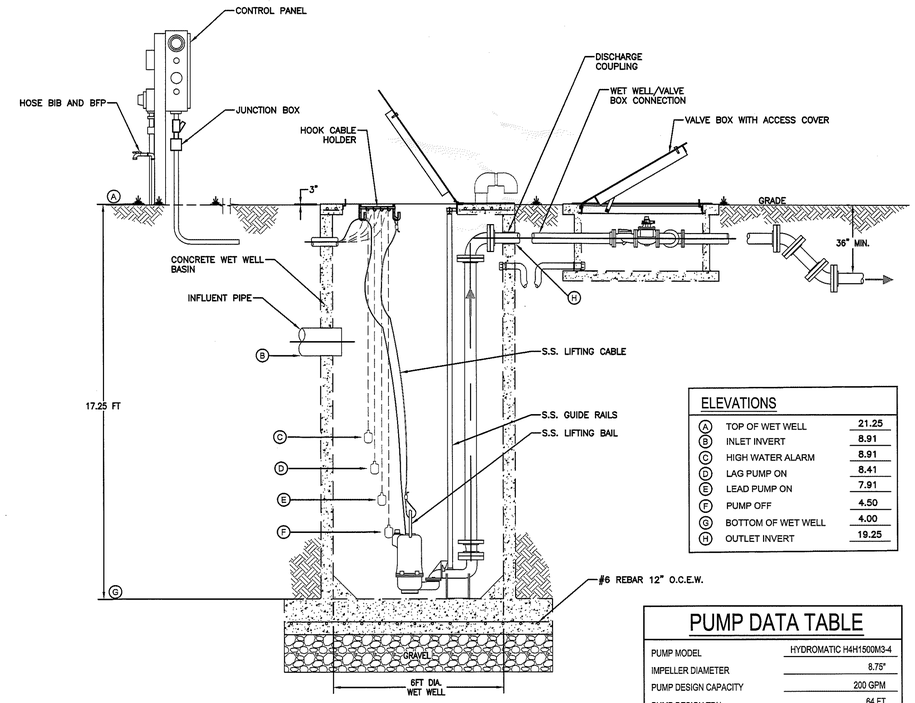
ENCLOSURE – NEMA 4X, (48"Hx36"Wx12"D) Fabricated from Type 316 Stainless Steel with door stop kit. Inner Door – Fabricated from HS02-H38 .125 thick Marine Alloy Aluminum with Continuous Hinge with inner door stop.

INTERIOR FRONT VIEW

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

INTERIOR FRONT VIEW

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 6 OF 6
ACAD NAME: ELECT ELEV 6 OF 6	



SECTION VIEW

NOTE:
LIFT STATION CONSTRUCTION SHALL COMPLY WITH THE CITY OF COCOA UTILITIES DEPARTMENT SPECIFICATIONS.

ELEVATIONS		
A	TOP OF WET WELL	21.25
B	INLET INVERT	8.91
C	HIGH WATER ALARM	8.91
D	LAG PUMP ON	8.41
E	LEAD PUMP ON	7.91
F	PUMP OFF	4.50
G	BOTTOM OF WET WELL	4.00
H	OUTLET INVERT	19.25

PUMP DATA TABLE

PUMP MODEL	HYDROMATIC H4H1500M3-4
IMPELLER DIAMETER	8.75"
PUMP DESIGN CAPACITY	200 GPM
PUMP DESIGN TDH	64 FT
SECONDARY CAPACITY	200 GPM
SECONDARY TDH	81 FT
HORSEPOWER	10 HP/1750 RPM
VOLTAGE	230 V
PHASE	3 PH
DISCHARGE SIZE	4"
NOTES:	

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Revision	Date:	Designed:	Drawn:	Checked:
PER SJRWMD COMMENTS 10/22/18	10/22/18	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

CITY OF COCOA LIFT STATION DETAILS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors E.B. # 7993 / L.B. #7940
904 North Harbor City Blvd. Melbourne, FL 32935
Phone: (321) 751-6083 Fax: (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-20
Sheet 20 of 22

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

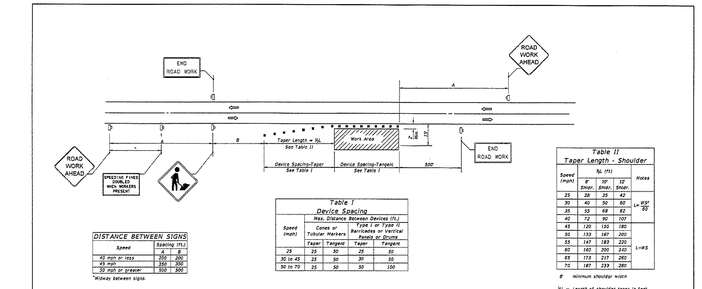
Date:

MAINTENANCE OF TRAFFIC NOTES:

1. THE CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC (MOT) PLAN OR ROADWAY CLOSURE MOT/DETOUR PLAN. PLAN MUST BE SUBMITTED TO BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) FOR APPROVAL A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION. THE MOT PLAN SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD INDEX 102-600 SERIES, FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE SECTION 102 AND BREVARD COUNTY LAND DEVELOPMENT EXHIBITS.
2. THE CONTRACTOR SHALL VERIFY ALL DATA MEETS FDOT 2018 EDITION.
3. ALL DRIVEWAYS ARE TO REMAIN OPEN EXCEPT WHEN PERIODIC LANE CLOSURES REQUIRE DRIVEWAY CLOSURE.
4. ALL SIGNING, PAVEMENT MARKINGS, BARRICADES AND WARNING LIGHTS NECESSARY FOR MOT SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), LATEST EDITION.
5. INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN SIGNS IN ACCORDANCE WITH MUTCD.
6. TEMPORARY VEHICULAR ACCESS TO RESIDENCES AND BUSINESSES ALONG THE CONSTRUCTION ROUTE SHALL BE MAINTAINED AT ALL TIMES.
7. CONTRACTOR TO ADJUST MOT TO ACCOMMODATE SCHOOL TRAFFIC AS NECESSARY.

FDOT GENERAL NOTES:

1. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2018 EDITION OF THE FDOT DESIGN STANDARDS, 2018 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE 2010 UTILITY ACCOMMODATION MANUAL.
2. ALL EXCAVATIONS WITHIN TEN (10) FEET OF THE TRAVEL LANES AND GREATER THAN THREE (3) INCHES DEEP MUST BE FILLED IN OR HAVE A SHOULDER TREATMENT PLACED AT THE DROP-OFF PER INDEX NO. 102-600 OF FDOT 2018 DESIGN STANDARDS AT THE END OF THE WORK DAY.
3. ALL UNPAVED AREAS THAT HAVE BEEN DISTURBED BY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE SODDED WITH COMMON BERMUDA OR BAHIA SOD.
4. ALL RAISED PAVEMENT MARKERS (RPM) INSTALLED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2018 FDOT DESIGN STANDARDS, INDEX NO. 706-001 AND 2018 FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION SECTION 706.



DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	B
40 mph or less	200	200
45 mph	250	250
50 mph or greater	500	500

*Allows between signs.

Table 1
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.) Cones or Tubular Markers Taper	Tangent	Type I or Type II Barricades or Vertical Panels or Drums Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table 11
Taper Length - Shoulder

Speed (mph)	%L (ft.) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	25	25	42	
30	40	50	60	L = WS² / 60
35	53	66	83	
40	72	90	107	
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	165	205	245	
65	173	217	260	
70	187	239	285	

8' minimum shoulder width
%L = Length of shoulder taper in feet
W = Width of total shoulder in feet (combined paved and unpaved width)
S = Posted speed limit (mph)

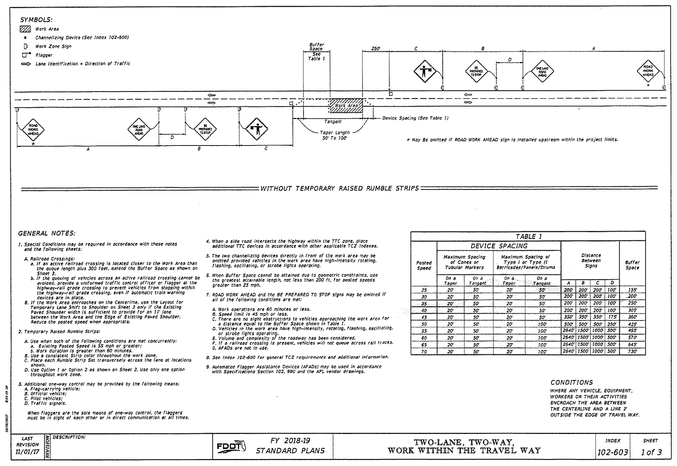
SYMBOLS
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic

GENERAL NOTES
1. When four or more work vehicles enter the through traffic lanes in a one hour period (this includes establishing and terminating the work area), the advanced FLAGGER sign shall be supplemented on the WORKERS sign. For location of Flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCE Indexes.
4. For general TCE requirements and additional information, refer to Index 102-600.

DURATION NOTES
1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 1



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:
1. Special Conditions may be required in accordance with these notes and the following sheets:
   A. Railroad Crossings:
      i. When a railroad crossing is located closer to the work area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
      ii. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work area encroaches on the Centerline, use the Layout for Work Area Encroaches on the Centerline. Ensure that the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   A. Use when both of the following conditions are met concurrently:
      i. Existing Posted Speed is 35 mph or greater;
      ii. Work duration is greater than 60 minutes.
   B. Use a contrasting Solid color throughout the work zone.
   C. Space each Rumble Strip Set consecutively across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   A. Flagger with signs;
   B. Official vehicle;
   C. Pilot vehicles;
   D. Traffic signals.

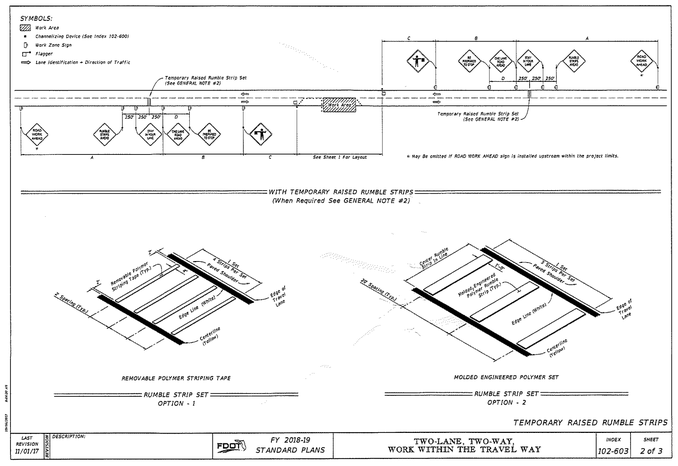
   When Flaggers are the sole means of one-way control, the Flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCE Indexes.
5. The two channelizing devices directly in front of the work area may be posted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 250 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed limit is 45 mph or less.
   c. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   d. Visibility and complexity of the roadway has been considered.
   e. If a railroad crossing is present, vehicles will not queue across rail tracks.
   f. All MOs are met On-site.
8. See Index 102-600 for general TCE requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the AFC Vendor Drawings.

TABLE 1
DEVICE SPACING

Posted Speed	Maximum Spacing of Cones or Tubular Markers On a Taper	On a Tangent	Maximum Spacing of Type I or Type II Barricades/Panels/Drums On a Taper	On a Tangent	Distance Between Signs A	B	C	D	Buffer Space
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	250'	250'	250'	100'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	643'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 3



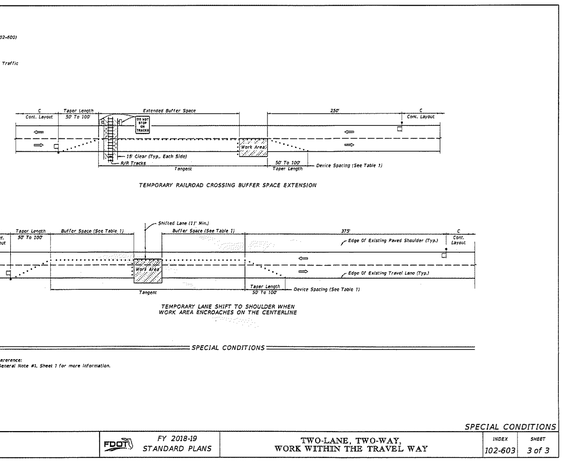
WITH TEMPORARY RAISED RUMBLE STRIPS
(When Required See GENERAL NOTE #2)

REMOVABLE POLYMER STRIPING TAPE
RUMBLE STRIP SET OPTION - 1

MOLDED ENGINEERED POLYMER SET
RUMBLE STRIP SET OPTION - 2

TEMPORARY RAISED RUMBLE STRIPS

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 3



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION

TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE

SPECIAL CONDITIONS

Cross Reference:
1. See General Note #1, Sheet 1 for more information.

SPECIAL CONDITIONS

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 3 of 3

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	B
40 mph or less	200	200
45 mph	250	250
50 mph or greater	500	500

*250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table 1
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.) Cones or Tubular Markers Taper	Tangent	Type I or Type II Barricades or Vertical Panels or Drums Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table 11
Taper Length - Shoulder

Speed (mph)	%L (ft.) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	25	25	42	
30	40	50	60	L = WS² / 60
35	53	66	83	
40	72	90	107	
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	165	205	245	
65	173	217	260	
70	187	239	285	

8' minimum shoulder width
%L = Length of shoulder taper in feet
W = Width of total shoulder in feet (combined paved and unpaved width)
S = Posted speed limit (mph)

GENERAL NOTES
1. When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an MOT-5-56 sign in the RIGHT LANE AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 700'.
2. This TCE plan also applies to work performed in the median more than 2' but less than 15' from the edge of traveltway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCE Indexes.
7. For general TCE requirements and additional information, refer to Index 102-600.

DURATION NOTES
1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	MULTILANE, WORK ON SHOULDER	INDEX 102-612	SHEET 1 of 1

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	B	C
40 mph or less	200	200	200
45 mph	250	250	250
50 mph	500	500	500
**55 mph or greater	2640	1500	1000

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED ½ MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table 1
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.) Cones or Tubular Markers Taper	Tangent	Type I or Type II Barricades or Vertical Panels or Drums Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table 11
Buffer Space and Taper Length

Speed (mph)	Buffer Space Dist. (ft.)	Taper Length (1/2 Lateral Transition) L (ft.)	Notes (Merge)
25	155	125	
30	200	180	L = WS² / 60
35	250	245	
40	305	320	
45	360	540	
50	425	600	
55	495	660	L = WS
60	570	720	
65	643	780	
70	730	840	

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 250 ft.

For lateral transitions other than 12, use formula for L shown in notes column.

Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

GENERAL NOTES
1. Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
2. On undivided highways the median signs as shown are to be omitted.
3. When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.

   The same applies to undivided highways with the following exceptions:
   a. Work shall be confined within one median lane.
   b. Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.

   When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
4. Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When paved shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index 102-612 for shoulder taper formulas.
7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCE Indexes.
8. This TCE plan does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index 102-614.
9. For general TCE requirements and additional information, refer to Index 102-600.

DURATION NOTES
1. Temporary white edgeline may be omitted for work operations less than 3 consecutive calendar days.
2. For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
   a. Speed limit is 45 mph or less.
   b. No night observations in vehicles approaching the work area for a distance equal to the buffer space and taper length combined.
   c. Visibility and complexity of the roadway has been considered.
   d. The closed lane is occupied by a crane 3 or larger, medium-duty truck(s) with a minimum gross weight vehicle rating (GVWR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
3. For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, are vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.

SYMBOLS
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Advance Warning Arrow Board

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE	INDEX 102-613	SHEET 1 of 2

EVEN PAVEMENT

UNEVEN PAVEMENT

INTERMITTENT WORK STOPPAGE - LANE REOPENED TO TRAFFIC

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2018-19 STANDARD PLANS	MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE	INDEX 102-613	SHEET 2 of 2

Revision	Date
PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

MAINTENANCE OF TRAFFIC DETAILS

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

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-21
Sheet 21 of 22

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

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

Date:

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BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES

GENERAL

1. ALL CONSTRUCTION SHALL CONFORM TO FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION), BREVARD COUNTY UTILITY SERVICES CRITERIA FOR WATER AND SANITARY SEWER SYSTEMS, AND BREVARD COUNTY CODE OF ORDINANCES.

2. ISSUANCE OF CERTIFICATE OF COMPLETION: UPON COMPLETION OF CONSTRUCTION OF THE PROJECT AND PRIOR TO SCHEDULING OF THE FINAL INSPECTION, THE APPLICANT OR THEIR AUTHORIZED REPRESENTATIVE, SHALL PROVIDE THE FOLLOWING DOCUMENTATION TO BREVARD COUNTY PUBLIC WORKS ENGINEERING:

a. A CERTIFICATE OF COMPLETION - REQUEST FOR FINAL INSPECTION FORM. THE FORM MUST BE FROM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA WITH THEIR SEAL AFFIXED. THE FORM CERTIFIES THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS.

b. A COMPLETE SET OF TESTING REPORTS FOR ALL TESTS PERFORMED ON THE PROJECT WITHIN THE COUNTY RIGHT-O- WAY AND/OR FOR ALL SUBDIVISION CONSTRUCTION REGARDLESS OF PUBLIC OR PRIVATE.

c. THREE SETS OF AS-BUILT DRAWINGS MEETING THE REQUIREMENTS OF SECTION 61G17, F.A.C., AND SIGNED AND SEALED BY A SURVEYOR LICENSED IN THE STATE OF FLORIDA. AT A MINIMUM, ALL AS-BUILT DRAWINGS MUST INCLUDE:

i. ROAD/PAVEMENT ELEVATIONS; ROADWAY CROSS SLOPES; PAVEMENT WIDTH; PAVEMENT SPOT ELEVATIONS NECESSARY TO CONFIRM STORMWATER DRAINAGE PATTERNS AT INTERSECTIONS AND SIDEWALKS; CURB SLOPES;

ii. STORMWATER PIPE SIZES AND INVERT ELEVATIONS; LOCATION OF OUTFALL STRUCTURE(S) WITH AS-BUILT ELEVATIONS FOR ALL CONTROL STRUCTURE & SKIMMER ELEVATIONS SHOWN ON THE APPROVED PLANS; TOP OF BANK, GRADE BREAKS, BOTTOM ELEVATIONS FOR ALL STORMWATER PONDS OR BERM AREAS;

iii. ANY OTHER ADDITIONAL AS-BUILT DATA THAT IS APPLICABLE TO THE PROJECT TO ENSURE COMPLETION IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.

d. PIPE INSPECTION VIDEO PER FDOT REQUIREMENTS. (IF APPLICABLE PER NOTE 4 OF DRAINAGE NOTES)

e. IF A MUNICIPALITY IS ACCEPTING A PUBLIC WATER AND/OR SEWER SYSTEM, THERE MUST BE DOCUMENTATION INDICATING MUNICIPAL ACCEPTANCE OF THE CONSTRUCTION OF THE WATER AND/OR SEWER SYSTEM.

f. PUBLIC WORKS ENGINEERING WILL NOT SIGN OFF ON A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) FROM THE BREVARD COUNTY BUILDING DEPARTMENT UNTIL THE AS-BUILT DRAWINGS AND OTHER DOCUMENTATION LISTED ABOVE HAVE BEEN SUBMITTED AND REVIEWED BY PUBLIC WORKS ENGINEERING.

g. PROJECTS CONNECTED TO THE BREVARD COUNTY WATER, SANITARY SEWER, AND/OR RECLAIMED WATER SYSTEMS MUST OBTAIN FINAL APPROVAL FOR THE PROJECT DIRECTLY FROM BREVARD COUNTY UTILITY SERVICES AS OUTLINED IN THE BREVARD COUNTY CRITERIA FOR WATER AND SANITARY SEWERAGE SYSTEMS.

3. UPON APPROVAL OF FINAL INSPECTION, AN ENGINEER'S CERTIFIED COST ESTIMATE WILL BE REQUIRED ALONG WITH A 2-YEAR MAINTENANCE BOND FOR ALL IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY AS REQUIRED BY CHAPTER 86 OF THE BREVARD COUNTY CODE OF ORDINANCES. THE MAINTENANCE BOND SHALL BE 25% OF THE ENGINEER'S CERTIFIED COST ESTIMATE.

4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO THE COUNTY INFRASTRUCTURE DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE STRUCTURAL INTEGRITY OF THE ROADWAY ASPHALT, BASE, AND STABILIZED SUB-BASE, SIDEWALKS, STORMWATER DRAINAGE SYSTEM, DRAINAGE STRUCTURES, CURBS, GROUND COVER, WATER SYSTEMS, SANITARY SEWER SYSTEMS, AND RECLAIMED WATER SYSTEMS. ALL REPAIRS SHALL BE COMPLETED IN ACCORDANCE WITH FDOT AND BREVARD COUNTY STANDARDS. ALL REPAIRS SHALL BE COMPLETED PRIOR TO THE FINAL INSPECTION OF THE PROJECT. SIDEWALK PATCHING WILL NOT BE ACCEPTABLE.

5. A VISUAL OR MECHANICAL INTERIOR INSPECTION OF EXISTING CULVERTS WILL BE REQUIRED PRIOR TO THE FINAL INSPECTION.

6. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE. SOD SHALL MATCH EXISTING SOD TYPE. BAHIA SOD SHALL BE USED IN AREAS ADJACENT TO VACANT PROPERTY. DISTURBED AREAS OUTSIDE THE CONSTRUCTION LIMITS WILL BE SODDED AT THE CONTRACTOR'S EXPENSE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTATION. ANY SURVEY MONUMENTATION DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY A FLORIDA LICENSED SURVEYOR PRIOR TO ISSUANCE OF A CERTIFICATE OF COMPLETION FOR THE PROJECT.

8. REGARDLESS OF PRIVATE OR PUBLIC DEDICATION, THERE SHALL BE NO UTILITY CONNECTIONS OR METER BOXES WITHIN PROPOSED OR EXISTING SIDEWALKS OR DRIVEWAY AREAS.

9. ALL DIRECTIONAL BORES SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 555, DIRECTIONAL BORES AND THE FDOT UTILITIES ACCOMMODATION MANUAL.

10. ALL DIRECTIONAL BORES MUST EXTEND A MINIMUM OF EIGHT(8) FEET PAST THE EDGE OF PAVEMENT OF ANY ROADWAY OR COMMERCIAL DRIVEWAY. FOR RESIDENTIAL DRIVEWAYS AND SIDEWALKS, THE BORE MUST EXTEND THREE (3) FEET PAST THE EDGE ON EITHER SIDE.

11. THE CONTRACTOR SHALL CONTROL DUST GENERATED BY THIS PROJECT AT ALL TIMES, SHALL PROVIDE STREET SWEEPING AS REQUIRED, AND PREVENT SEDIMENT FROM ENTERING INTO THE EXISTING DRAINAGE SYSTEM AT ALL TIMES.

12. THE CONTRACTOR SHALL NOT EXCEED NOISE LEVELS AS SPECIFIED IN BREVARD COUNTY CODE OF ORDINANCES SECTION 62-2271.

13. ALL STRIPING AND PAVEMENT MARKINGS IN THE COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND SHALL NOT BE APPLIED UNTIL A MINIMUM OF 30 DAYS AFTER THE PLACEMENT OF THE FINAL ASPHALT SURFACE. IN THE INTERIM, STRIPING SHALL BE PAINT AND ANY REQUIRED RPM'S INSTALLED PER THE PLANS. DO NOT STRIPE ACROSS MANHOLE LIDS OR DRAINAGE GRATES.

14. REFLECTIVE PAVEMENT MARKINGS (RPM'S) SHALL BE INSTALLED IN ALL LOCATIONS AS REQUIRED BY FDOT DESIGN STANDARD.(LATEST EDITION)

15. ANY PAVEMENT MARKINGS AND RPM'S THAT ARE DESTROYED, DAMAGED, OR DIMINISHED BY CONSTRUCTION ACTIVITIES FOR UP TO 500 FEET IN EITHER DIRECTION BEYOND THE LIMITS OF CONSTRUCTION SHALL BE REPLACED OR REFURBISHED BY THE CONTRACTOR.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COUNTY RIGHT-OF-WAY FOR THE DURATION OF CONSTRUCTION. AT A MINIMUM, THE CONTRACTOR SHALL MOW THE RIGHT-OF-WAY ON AN AS NEEDED BASIS AND MAINTAIN THE DRAINAGE CONVEYANCE SYSTEM. ADDITIONAL MAINTENANCE MAY BE REQUIRED ON A CASE BY CASE BASIS.

TRAFFIC CONTROL

1. MOT PLAN REVIEW: A PROJECT-SPECIFIC MAINTENANCE OF TRAFFIC (MOT) PLAN OR ROADWAY CLOSURE MOT/DETOUR PLAN MUST BE SUBMITTED TO BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) FOR APPROVAL A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION. THE MOT PLAN SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARD INDEX 600 SERIES,(LATEST EDITIONS). PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS OR VMS) MAY BE REQUIRED TO SUPPLEMENT THE STANDARD MOT SIGNAGE.

2. ROAD CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF TWO (2) WEEKS IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY, FOR EACH PHASE OF CONSTRUCTION, IF APPLICABLE. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. CERTAIN LOCATIONS MAY REQUIRE WORK IN THE RIGHT-OF-WAY TO BE PERFORMED AT NIGHT ONLY.

3. LANE CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF ONE (1) WEEK IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. NO LANE CLOSURES WILL BE PERMITTED DURING PEAK HOUR TRAFFIC VOLUMES.

4. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MUTCD FOR STREETS AND HIGHWAYS, FDOT STANDARDS (LATEST EDITIONS), AND BREVARD COUNTY LAND DEVELOPMENT EXHIBIT #26.

DRAINAGE - ROADWAYS

1. ALL DRAINAGE SYSTEM CONSTRUCTION SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS AND FDOT DESIGN STANDARDS,(LATEST EDITIONS).

2. ALL RETICULINE STEEL GRATES SHALL BE HOT DIPPED GALVANIZED AND HAVE A TRAFFIC BEARING H-20 LOAD RATING.

3. ALL GRATES UTILIZED WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE TRAFFIC BEARING H-20 LOADING.

4. ALL STORMWATER PIPING WITHIN THE ROAD RIGHT-OF-WAY, REGARDLESS OF PUBLIC OR PRIVATE, OR STORMWATER PIPING THAT CONVEYS STORMWATER UNDER THE ROADWAY BETWEEN STORMWATER TREATMENT PONDS, SHALL BE INSPECTED PER SECTIONS 430-4.8, 430-4.8.1, AND 430-4.8.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION). A COPY OF THE PIPE VIDEO SHALL BE PROVIDED TO THE COUNTY AS PART OF THE SUBMITTAL OF THE CERTIFICATION OF COMPLETION REQUEST FOR FINAL INSPECTION. THE COUNTY SHALL BE NOTIFIED ONE WEEK PRIOR TO THE START OF THE PIPE VIDEO INSPECTION PROCESS.

5. ALL OPEN CUTS SHALL CONFORM TO LAND DEVELOPMENT EXHIBIT #25. FOR ALL OPEN CUTS, THE FLOWABLE FILL AND TEMPORARY ASPHALT SHALL BE INSTALLED WITHIN TWO (2) DAYS OF THE EXCAVATION (UNLESS OTHERWISE APPROVED IN WRITING BY BREVARD COUNTY PUBLIC WORKS ENGINEERING). PERMANENT ASPHALT INCLUDING MILLING AND RESURFACING, IF NEEDED, SHALL BE COMPLETED WITHIN THIRTY (30) DAYS OF EXCAVATION.

6. THE CONTRACTOR SHALL REMOVE THE SHOULDER OF THE ROADWAY TO A POINT WHERE THE BASE MATERIAL OF THE EXISTING ROADWAY MEETS THE MINIMUM THICKNESS OF THE PROPOSED ROADWAY/COMMERCIAL DRIVEWAY CONNECTION.

CONCRETE PAVING AND SIDEWALK

1. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER FDOT INDEX 515 AND/OR BREVARD COUNTY STANDARD EXHIBITS UNLESS OTHERWISE NOTED.

2. ALL CONCRETE SHALL MEET FDOT DESIGN MIX AND SPECIFICATIONS. CURING METHOD SHALL BE IN ACCORDANCE WITH THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION).

3. ALL SIDEWALKS WITHIN THE COUNTY RIGHT-OF-WAY OR WITHIN A PUBLIC SIDEWALK EASEMENT SHALL BE CONSTRUCTED OF 6-INCH THICK, 3000-PSI CONCRETE WITH FIBER MESH REINFORCEMENT. CONCRETE SIDEWALKS (OR PEDWAYS) AND CONCRETE DRIVEWAY APRONS SHALL BE CONSTRUCTED OVER SOILS COMPACTED TO 98% DENSITY, OF AASHTO T -180. SHOULD EXISTING SOILS BE FOUND UNSUITABLE FOR COMPACTION, ADDITIONAL COMPATIBLE MATERIALS SHALL BE BROUGHT TO THE SITE FOR USE AS SUBGRADE. ALTERNATE METHODS OF COMPACTION MAY BE REQUIRED TO AVOID DAMAGE TO SURROUNDING PROPERTIES.

4. CONSTRUCT SIDEWALK JOINTS PURSUANT TO FDOT INDEX 310 (LATEST EDITION). EXPANSION JOINTS SHALL BE EVERY 50 FEET, AND BETWEEN NEW AND OLD CONCRETE.

5. TWO BY FOUR FORM BOARDS SHALL NOT BE USED FOR SIDEWALK/DRIVEWAY CONSTRUCTION. FORM BOARDS SHALL MATCH PROPOSED CONCRETE THICKNESS. SLIP FORMS SHALL NOT BE USED FOR SIDEWALK CONSTRUCTION. FIXED FORMWORK SHALL BE REQUIRED PER FDOT INDEX 300.

6. THE CONTRACTOR SHALL PROVIDE A 3-FOOT CURB TRANSITION AT ALL CURB TERMINATIONS.

7. ALL SIDEWALK AND ACCESS RAMP CONSTRUCTION SHALL COMPLY WITH THE DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, FDOT DESIGN STANDARDS (LATEST EDITION), AND BREVARD COUNTY DEVELOPMENT REQUIREMENTS.

ASPHALT PAVING AND TESTING

THE FOLLOWING TESTING REQUIREMENTS APPLY TO:

a. ALL PUBLIC AND PRIVATE SUBDIVISION PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT;

b. ALL SITE PLAN PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT REQUIRING WORK IN THE COUNTY RIGHT-OF-WAY;

c. ALL PROJECTS PERMITTED THROUGH BREVARD COUNTY PUBLIC WORKS FOR WORK WITHIN THE COUNTY RIGHT-OF-WAY.

SECTIONS WITHIN THE FDOT STANDARD SPECIFICATIONS LIMITING TESTING REQUIREMENTS BASED ON LOT SIZE, SUB-LOT SIZE, TONNAGE, MINIMUM THICKNESS, OR SPREAD RATE WILL NOT APPLY TO THE PROJECTS LISTED ABOVE. AT A MINIMUM, ONE SET OF TESTS WILL BE REQUIRED FOR ALL PAVING PROJECTS LARGER THAN 50 TONS TOTAL AND ADDITIONAL TESTING MAY BE REQUIRED ON A CASE BY CASE EVALUATION OF THE PROJECT. TESTING REQUIREMENTS AT THE ASPHALT PLANT WILL NOT APPLY.

FOR S-TYPE ASPHALT AS SPECIFIED IN THE 2000-2004 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE A DESIGN MIX SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA AND APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 331-4 (2000). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS WILL NOT BE ACCEPTED.

2. THE CONTRACTOR SHALL PROVIDE EXTRACTION/GRADATION TESTS IN ACCORDANCE WITH SECTION 331-4.4.2 (2000).

3. THE CONTRACTOR SHALL PROVIDE MARSHALL STABILITY TESTING IN ACCORDANCE WITH SECTION 331-5.5.1 (2000).

4. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-13 (2000).

5. THE CONTRACTOR SHALL PROVIDE SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-13.3 (2000).

6. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS PER SECTION 330-2.2 ROADWAY, (2004) AND DENSITY PER SECTION 330-11, TABLE 330-3 (2000).

7. ASPHALT TEST RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.

FOR SUPERPAVE (SP) ASPHALT AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 334-2 & 334-3 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.

2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 334-5. (2010) HOWEVER, THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.

3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 334-3, 334-4, 334-5, AND 334-5.2.3 (2010).

4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.

5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).

6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

FOR FRICTION COURSE FC-5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.

2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.

3. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).

4. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS TESTING USING SECTION 334-5.2.3 (2010).

5. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-12 (2010).

FOR SUPERPAVE FRICTION COURSES FC-9.5 & FC-12.5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.

2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT, AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.

3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 337-1, 337-3, 337-4, 337-6, 337-8, AND 334-5.2.3 (2010).

4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.

5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).

6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

CONCRETE BOX CULVERT NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND BREVARD COUNTY STANDARDS.

2. PRIOR TO START OF CONSTRUCTION, THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING STRUCTURAL ENGINEERING DRAWINGS (SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED & REGISTERED IN THE STATE OF FLORIDA) FOR ALL COMPONENTS OF THE CONCRETE BOX CULVERTS, INCLUDING WINGWALLS, TOE SLAB & CUTOFF WALLS, AND HEADWALLS. THE DRAWINGS SHALL INCLUDE QUANTITIES TABULATIONS FOR CLASS IV CONCRETE (CUBIC YARDS), AND REINFORCING STEEL (POUNDS). THE DESIGN MUST BE BASED ON FDOT'S LOAD & RESISTANCE FACTOR DESIGN (LRFD) PROGRAM. SEPARATE DRAWINGS ARE REQUIRED FOR ALL WINGWALLS, TOE SLABS & CUTOFF WALLS, AND HEADWALLS, WHICH MUST BE CAST-IN-PLACE PER FDOT SPECIFICATIONS.

3. ALL BOX CULVERT MATERIALS THAT ARE TO BE INSTALLED UNDER ROADWAYS AND/OR DRIVEWAYS ARE TO BE DELIVERED TO SITE (AND PASS INITIAL INSPECTIONS) PRIOR TO START OF DEMOLITION OF EXISTING SYSTEM.

4. CONCRETE (PRECAST OR CAST-IN-PLACE) REQUIREMENTS: CLASS IV (5500 PSI).

5. REINFORCING STEEL REQUIREMENTS: ASTM A615 GRADE 60 DEFORMED BAR UNLESS OTHERWISE NOTED, WITH A MINIMUM CLEARANCE OF 3" (THREE INCHES), UNLESS OTHERWISE SHOWN. EQUAL AREA SUBSTITUTION OF WELDED WIRE (WWR) REINFORCEMENT IS PERMITTED.

6. REFER TO FDOT INDEX 292 FOR PRECAST CONCRETE BOX CULVERT SLAB & WALL THICKNESSES, REINFORCEMENT AREAS, GENERAL NOTES (SHEET 2 OF 14), AND WELDED WIRE REINFORCEMENT BENDING DIAGRAMS (SHEET 14 OF 14).

7. REFER TO FDOT INDEX 289 FOR CONCRETE BOX CULVERT DETAILS RELATED TO LRFD.

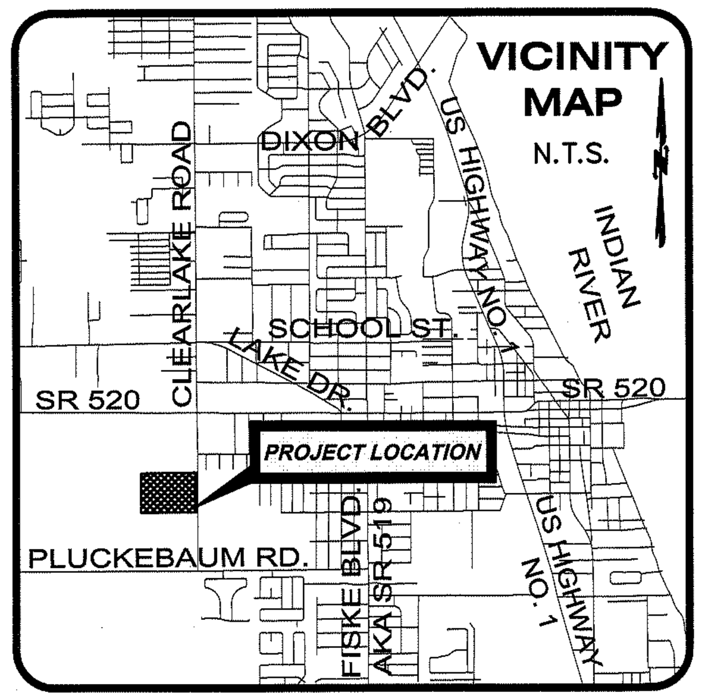
8. REFER TO FDOT INDEX 291 FOR SUPPLEMENTAL DETAILS FOR PRECAST CONCRETE BOX CULVERTS.

9. IF REQUIRED, BY-PASS PUMPING AND/OR PIPING SHALL BE APPROVED BY BREVARD COUNTY PUBLIC WORKS PRIOR TO THE START OF CONSTRUCTION.

PROJECT NAME.DWG DESIGNED/DRAWN BY: JB CHECKED BY: RBS	DATE: REVISION: BY: 1. 2. 3. 4.	PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING PROGRAM BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 2725 JUDGE FRAN JAMIESON WAY, RM. 204, BLDG. A, VIERA, FL 32940 Ph. (321) 637-5437, Fx. (321) 633-2083		DATE: OCTOBER 2012	APPROVED BY: RICHARD B. SZPYRKA, P.E. ENGINEERING PROGRAM MANAGER	BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES	SHEET C-22 22 OF 22

LAKESIDE PALMS WEST

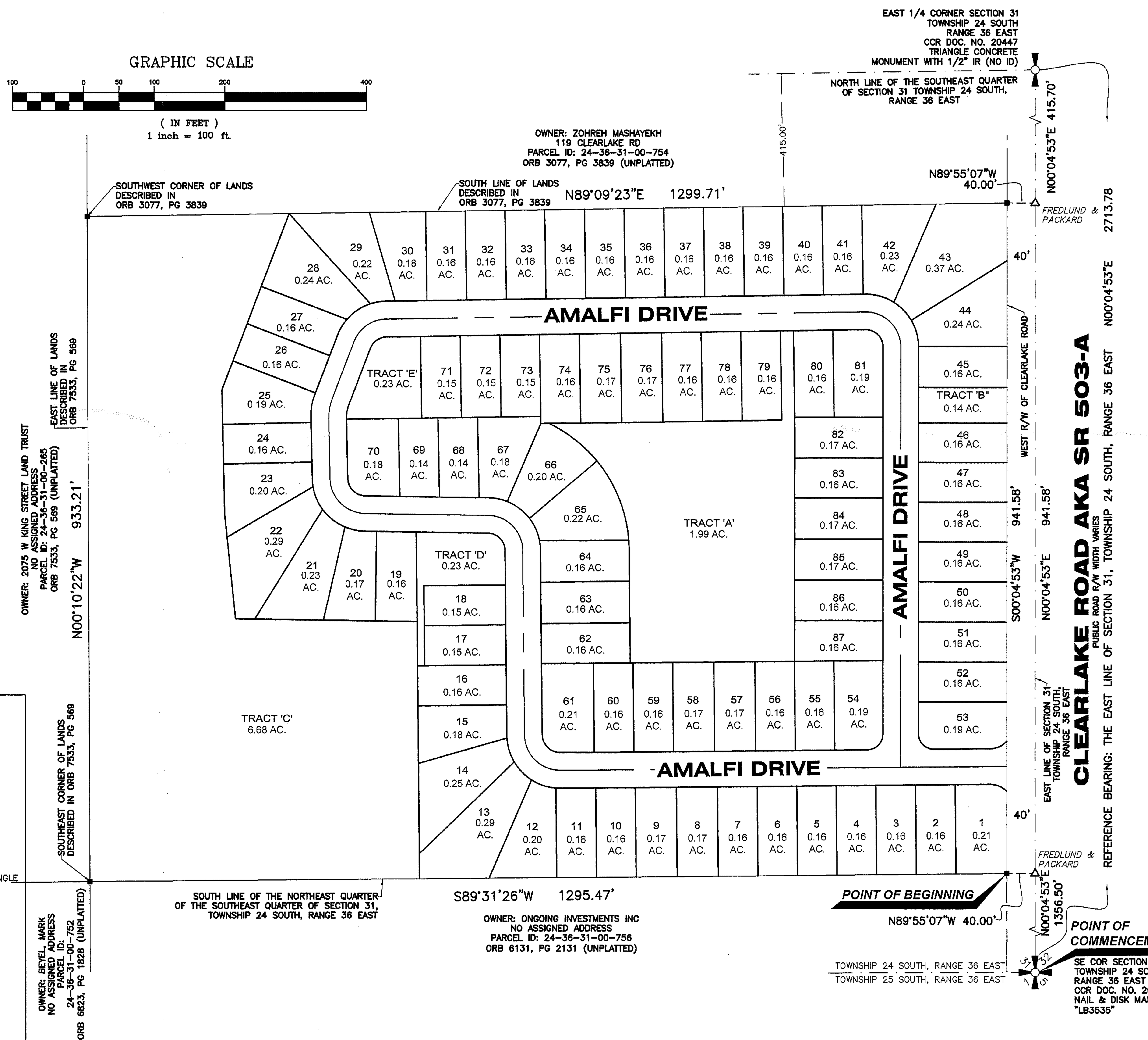
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



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

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

CONTAINING: 27.922 ACRES, MORE OR LESS.



LEGEND:

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

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

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

NOTES:

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

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

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

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

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

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

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

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

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

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

PLAT BOOK ______ PAGE ______

SHEET 1 OF 2

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

DEDICATION

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

LAKESIDE PALMS WEST

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

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

BY: ______________________
DONALD J. LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS 1 PRINT NAME

WITNESS 2 PRINT NAME

STATE OF FLORIDA COUNTY OF BREVARD

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

DONALD J. LONG

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES ______________________

CERTIFICATE OF SURVEYOR:

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

DATED: ______________________

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

CERTIFICATE OF APPROVAL BY MUNICIPALITY

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

HENRY U. PARRISH III, MAYOR

CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

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

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

DATE: ______________________

CERTIFICATE OF CLERK

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

______________ AT ______. FILE NO.______________

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

CITY OF COCOA
NOV 13 2018
RECEIVED
PLANNING & ZONING DIVISION

LAKESIDE PALMS - WEST

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

CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

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

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

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

EAST 1/4 CORNER SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
TRIANGLE CONCRETE
MONUMENT WITH 1/2" IR (NO ID)

NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 SOUTH, RANGE 36 EAST

N89°55'07"W 40.00'

N00°04'53"E 415.70'

FREDLUND & PACKARD

OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839 (UNPLATTED)

SOUTHWEST CORNER OF LANDS DESCRIBED IN ORB 3077, PG 3839

SOUTH LINE OF LANDS DESCRIBED IN ORB 3077, PG 3839

N89°09'23"E 1299.71'

N89°09'23"E 1014.09'

N89°09'23"E 285.63'

AMALFI DRIVE 50' PUBLIC R/W

N89°09'23"E 675.59'

TRACT 'E' 0.23 AC.

TRACT 'A' 1.99 AC.

TRACT 'B' 0.14 AC.

TRACT 'C' 6.68 AC.

TRACT 'D' 0.23 AC.

AMALFI DRIVE 50' PUBLIC R/W

CLEARLAKE ROAD AKA SR 503-A
PUBLIC ROAD R/W WIDTH VARIES

EAST LINE OF SECTION 31

WEST R/W OF CLEARLAKE ROAD

REFERENCE BEARING: THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST N00°04'53"E 2713.78

S00°04'53"W 941.58'

N00°04'53"E 941.58'

S89°31'26"W 1295.47'

S89°31'26"W 466.10'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

OWNER: ONGOING INVESTMENTS INC; NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756; ORB 6131, PG 2131 (UNPLATTED)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569 (UNPLATTED)
N00°10'22"W 933.21'

EAST LINE OF LANDS DESCRIBED IN ORB 7533, PG 569

SOUTHEAST CORNER OF LANDS DESCRIBED IN ORB 7533, PG 569

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 8823, PG 1828
(UNPLATTED)

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DETAIL "A" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

DETAIL "B" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

POINT OF BEGINNING

N89°55'07"W 40.00'

N00°04'53"E 1356.50'

POINT OF COMMENCEMENT
SE COR SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
NAIL & DISK MARKED: "LB3535"

TOWNSHIP 24 SOUTH, RANGE 36 EAST
TOWNSHIP 25 SOUTH, RANGE 36 EAST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.49'	32.00'	47°25'42"	N65°45'43"W	25.74'
C2	6.43'	75.00'	4°54'38"	S88°01'15"E	6.43'
C3	36.47'	75.00'	27°51'40"	S71°38'06"E	36.11'
C4	35.33'	75.00'	26°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	26°59'12"	S17°13'28"E	35.00'
C6	4.26'	75.00'	3°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	88°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	21°48'06"	S78°13'08"E	28.37'
C9	40.49'	75.00'	30°55'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	26°59'12"	S22°53'34"E	35.00'
C11	10.70'	75.00'	8°10'29"	S05°18'43"E	10.69'
C12	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	19°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	30°55'55"	S56°26'29"W	40.00'
C15	22.58'	75.00'	17°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	33°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	26°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	29°25'38"	S15°45'15"E	38.10'
C19	1.47'	75.00'	1°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	90°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	47°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	89°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	90°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	10°44'08"	N05°50'38"W	14.03'
C25	34.37'	75.00'	26°15'14"	N24°20'19"W	34.07'
C26	39.82'	75.00'	30°25'08"	N52°40'30"W	39.35'
C27	27.80'	75.00'	21°14'08"	N78°30'08"W	27.64'
C28	38.35'	25.00'	87°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	22°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	68°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	90°55'30"	N45°22'52"W	35.64'
C32	78.54'	50.00'	90°00'00"	S45°28'34"E	70.71'
C33	77.36'	50.00'	88°38'38"	N44°47'53"W	69.87'
C34	76.70'	50.00'	87°53'43"	S45°10'20"E	69.40'
C35	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C36	59.46'	50.00'	68°08'03"	S55°05'21"W	56.02'
C37	79.35'	50.00'	90°55'30"	N45°22'52"W	71.28'
C38	13.98'	200.00'	4°00'20"	N02°28'44"W	13.98'
C39	121.82'	200.00'	34°53'54"	N21°55'51"W	119.94'
C40	86.63'	200.00'	24°49'00"	N51°47'18"W	85.95'

LEGEND:

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

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

MORGAN & Associates

Civil Engineers and Land Surveyors

May 11, 2020

Dodie Selig, AICP
Planning and Zoning Manager
City of Cocoa - Community Services Department
Planning & Zoning Division
65 Stone Street, Cocoa, FL 32922

Project Name: Lakeside Palms West
Project Number: PZ-18-00100004 Preliminary Subdivision
Subject: Floodplain Management Requirements

Dear Ms. Selig;

As requested, please find our response concerning this project and specifically it's compliance with the City's Floodplain Management requirements in the Code of Ordinances and Comprehensive Plan. We'll provide a brief project permitting overview and then address the specific Code reference.

It is noted that Lakeside Palms West project has been approved by various regulatory agencies and fully complies with the City requirements. At the time of the original City of Cocoa submittal, the entitled property was under contract by DR Horton, a national homebuilder. During the late stages of the approval process, the City Manager, noted that additional open space and community amenities would be required in order for the City of Cocoa to approve the project. The project was redesigned to eliminate building lots in order to provide the playground and open space areas in addition the community amenities including the observation deck on the conservation/preservation tract and also the stormwater pond.

Permitting Overview

Lakeside Palms West (LSPW) Subdivision was originally submitted to the City for Site Plan and Preliminary Plat review in 2018. During that time, all of the required regulatory permits were submitted and approved. These permits include the City of Cocoa (which included a Developer's Agreement (DA), SJRWMD, ACOE, and FDEP. The City of Cocoa staff, Planning & Zoning Board, and City Council approved the Site Plan and Preliminary Plat and the subsequent approval letter was provided on February 22, 2019. This City of Cocoa approval also included approval of the floodplain review by the City's Consultant, Geosyntec. Most recently, the City of Cocoa required the extension of the DA which was approved by City Council on March 11, 2020.

Floodplain Management Criteria

Regarding the Floodplain criteria, we have already demonstrated that there is no loss of storage within the project area and have further reduced the runoff from the developed site to less than the existing condition

for the 100-year storm event. In addition, the developed site is directed to the Rock Pond Regional Stormwater Management System for additional flood attenuation and additional stormwater treatment.

Review and approval were provided by the City's Consultant, Geosyntec dated February 1, 2019, that noted that this project was designed to meet/exceed the City's criteria for Stormwater/Floodplain Management. Please see the attached approval letter from Geosyntec that noted "*The hydrologic and hydraulic analysis provided in the technical memorandum indicates that the 100-year design storm runoff volume captured and removed from contributing to the floodplain is greater than the volume of proposed fill. Based on this analysis, the applicant has stated that the project will not impact the 100-year floodplain and base flood elevation. The additional explanation and analysis provided are considered sufficient to demonstrate compliance with Sec. 6-332 (2) of the City's code."*

Please further note that the project design also incorporates and exceeds the City requirements (specifically Comprehensive Plan Policies 12.1.9.1, 12.1.9.2, and 12.1.9.3) by providing natural floodplain storage within the Conservation/Preservation Tract (known as Tract C within the Preliminary Plat) consisting 6.68 acres (approximately 24%) of the entire 27.92 area site.

Economic Feasibility Analysis

Per the City of Cocoa' s request; we have reviewed the possible options to lessen the floodplain impact, which included, no development, utilize the Conservation/Preservation Tract, and purchase of offsite area for additional compensatory storage.

- *No Development* - The loss of 87 lots translates to an immediate loss of $1.5 to $2.7M to the property owner. In addition, based on sales within the Lakeside Palms Subdivision, where homes have been selling for $245K - $297K, the overall value of construction would be $21M - $25M. The loss to the City would be significant including reduction in local construction jobs, loss of revenue of impact and permit fees, property taxes, and long-term revenue without the 217 - 348 new homeowners within the community purchasing from local businesses.

- *Utilize the proposed Conservation/Preservation Tract* - This option is not feasible since it would require wetland impacts, mitigation and additional floodplain impacts. Mitigation of the wetland could potentially reach $1M. The extended permitting timetable in order to obtain the required regulatory approvals could take 8-12 months. The present purchase contract with another national builder expires on June 30, 2020, therefore the loss would be as noted in the no development option.

- *Purchase of Offsite Area for Additional Compensatory Storage - There* are presently no adjacent areas suitable for additional compensatory storage due to environmental constraints including existing wetlands and additional floodplain issues.

Conclusion

In conclusion, over the past 2 years, we have successfully obtained approvals from the City of Cocoa, SJRWMD, ACOE, and FDEP. The property owner has already had the original purchase contract cancelled and is now on a critical deadline to close with a national homebuilder by June 30, 2020. We respectfully request your consideration and look forward to confirmation that we have addressed the City of Cocoa's concerns. This is an exciting project for the City of Cocoa; bringing a brand-new market rate family friendly neighborhood community with amenities while providing much needed jobs and long-term tax/local business revenue to the City.

We look forward to your review and approval. If you have questions, please call (321) 751-6088 extension 13 or email akirbach@morgan-engsurv.com.

Sincerely,

Morgan & Associates Consulting Engineers, Inc.



Andreas H. Kirbach, PE
Vice President
FL PE #49431

Enclosed:
Letter by Geosyntec, February 1, 2019
City of Cocoa Comprehensive Plan References

Geosyntec consultants

1511 East State Road 434, Suite 1005
Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

1 February 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our review of the comments responses and additional information provided by Morgan & Associates, Inc. concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following additional documents were reviewed:

- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018 (Revised January 29, 2019)
- Lakeside Palms West Comments Response Letter, January 30, 2019
- Lakeside Palms West Subdivision Floodplain Management Review Technical Memorandum, January 31, 2019

Our initial review comments sent on January 28, 2019 are attached to this letter. Our final comments related to review of the proposed project construction documents and the additional documents reference above relative to compliance with the City's Flood Damage Prevention Code are provided below. No additional responses from the applicant are needed.

1. The boundary and topographic survey were updated with the SFHA boundary. Based on the updated survey and the additional explanation provided in the comments response letter, the proposed project is considered to be in compliance with Sec. 6-356 (1) of the City's code.
2. The additional explanation provided in the technical memorandum is considered sufficient to demonstrate compliance with Sec. 6-330 of the City's code.
3. The hydrologic and hydraulic analysis provided in the technical memorandum indicates that the 100-year design storm runoff volume captured and removed from contributing to the floodplain is greater than the volume of proposed fill. Based on this analysis, the applicant has stated that the project will not impact the 100-year floodplain and base flood elevation. The additional explanation and analysis provided are considered sufficient to demonstrate compliance with Sec. 6-332 (2) of the City's code.
4. The additional explanation provided in the comment response letter states the permits that are and are not needed for this project and for compliance with Sec. 6-329 of the City's code. The

applicant anticipates approval of an environmental resource permit from SJRWMD prior to commencement of the development.

CLOSING

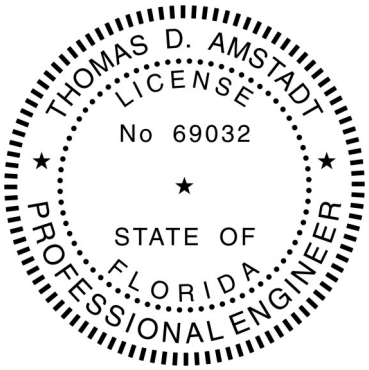
Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360



cc: Dodie Selig, Planning & Zoning Manager

Geosyntec consultants

January 28, 2019 Review Comments

Geosyntec consultants

1511 East State Road 434, Suite 1005
Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

28 January 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

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The following documents were reviewed:

- Lakeside Palms West Construction Plans, November 9, 2018
- Lakeside Palms West Survey Plat, March 2, 2018
- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018

Based on review of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Map (FIRM), Map Number 12009C0425G, revised March 17, 2014, nearly all the proposed site is within a 'Zone AE' special flood hazard area (SFHA) associated with the St. John's River, with a base flood elevation (BFE) of 17 feet (NAVD88).

Comments related to review of the proposed project documents referenced above relative to compliance with the City's Flood Damage Prevention Code are provided below.

1. The SFHA boundary is not shown on the provided subdivision plat. Per Sec. 6-356 (1) of the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats".
2. The provided documentation does not include sufficient information to ascertain compliance with the Flood Damage Prevention Ordinance. The applicant should refer to Sec. 6-330 of the City's code for the information required for development within flood hazard areas.
3. The applicant should provide documentation that demonstrates compliance with Sec. 6-332 (2) of the City's code. Relevant text is copied below:

   For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

4. The applicant should acquire other permits required by Sec. 6-329 of the City's code prior to commencement of the development.

CLOSING

Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

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321-249-9360

THOMAS D. AMSTADT LICENSE No 69032 STATE OF FLORIDA PROFESSIONAL ENGINEER

cc: Dodie Selig, Planning & Zoning Manager

CITY OF COCOA COMPREHENSIVE PLAN 2010 - 2020

VOLUME I
GOALS, OBJECTIVES, & POLICIES

ADOPTED BY ORDINANCE 11-2010
BY ACT OF THE CITY COUNCIL
CITY OF COCOA, FLORIDA
ON OCTOBER 26, 2010
Updated by Ordinance 12-2010 on 10-26-2010

Serving the Community

Project Name: Lakeside Palms West
Project Number: PZ-18-00100004 Preliminary Subdivision
Subject: Floodplain Management Requirements

City of Cocoa Comprehensive Plan References

Adopted by Ordinance 11-2010
BY ACT OF THE CITY COUNCIL CITY OF COCOA, FLORIDA ON OCTOBER 26, 2010
Updated by Ordinance 12-2010 on 10-26-2010

Policy 6.1.3.6: Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

Policy 12.1.9.1: Developmental plans shall preserve the natural functions of floodplains when practical. The provision of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

Geosyntec consultants

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Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

28 January 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

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CLOSING

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Respectfully submitted,

Geosyntec Consultants, Inc.

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THOMAS D. AMSTADT LICENSE No 69032 STATE OF FLORIDA PROFESSIONAL ENGINEER

cc: Dodie Selig, Planning & Zoning Manager

Geosyntec consultants

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1 February 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

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CLOSING

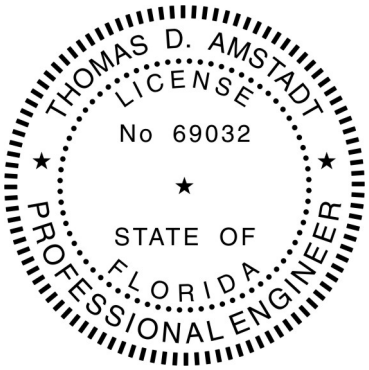
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cc: Dodie Selig, Planning & Zoning Manager

Geosyntec consultants

January 28, 2019 Review Comments

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Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

28 January 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our initial review of the proposed Lakeside Palms West construction documents concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following documents were reviewed:

- Lakeside Palms West Construction Plans, November 9, 2018
- Lakeside Palms West Survey Plat, March 2, 2018
- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018

Based on review of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Map (FIRM), Map Number 12009C0425G, revised March 17, 2014, nearly all the proposed site is within a 'Zone AE' special flood hazard area (SFHA) associated with the St. John's River, with a base flood elevation (BFE) of 17 feet (NAVD88).

Comments related to review of the proposed project documents referenced above relative to compliance with the City's Flood Damage Prevention Code are provided below.

1. The SFHA boundary is not shown on the provided subdivision plat. Per Sec. 6-356 (1) of the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats".
2. The provided documentation does not include sufficient information to ascertain compliance with the Flood Damage Prevention Ordinance. The applicant should refer to Sec. 6-330 of the City's code for the information required for development within flood hazard areas.
3. The applicant should provide documentation that demonstrates compliance with Sec. 6-332 (2) of the City's code. Relevant text is copied below:

   For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

4. The applicant should acquire other permits required by Sec. 6-329 of the City's code prior to commencement of the development.

CLOSING

Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360

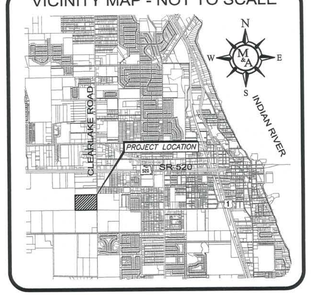
THOMAS D. AMSTADT LICENSE No 69032 STATE OF FLORIDA PROFESSIONAL ENGINEER

cc: Dodie Selig, Planning & Zoning Manager

LAKESIDE PALMS WEST BOUNDARY & TOPOGRAPHIC SURVEY

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

VICINITY MAP - NOT TO SCALE



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

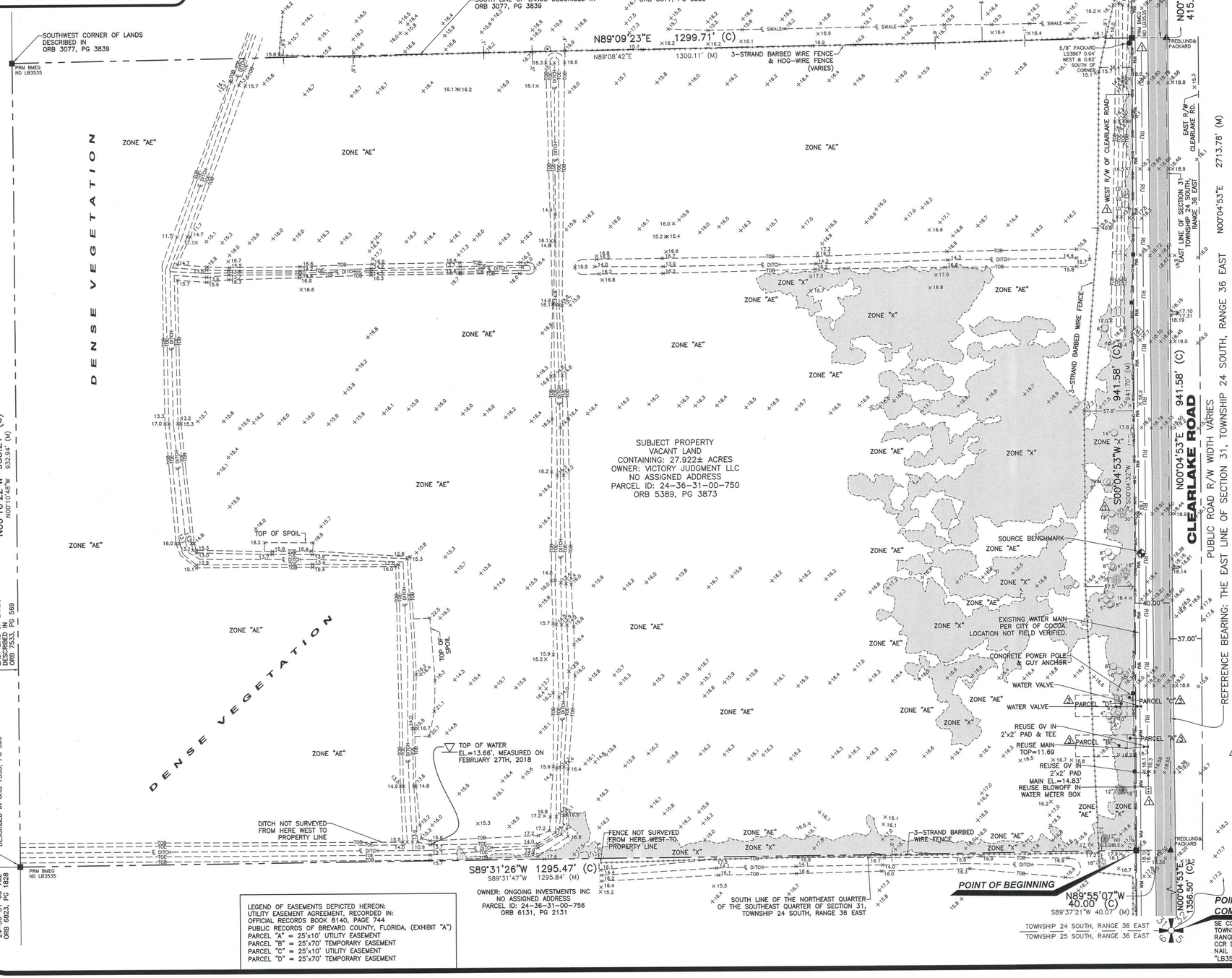
FLOOD ZONE INFORMATION:

IT IS THE SURVEYOR'S OPINION THAT THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" & ZONE "X", WITH A BASE FLOOD ELEVATION OF 17.00' (NAVD88), PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 12009C0425G, REVISED DATE: 3/17/2014.

TREE LEGEND

NOTE: ONLY SIGNIFICANT TREES WITHIN 50' WEST OF THE WEST R/W LINE HAVE BEEN LOCATED.

= ELM = OAK = PINE = MAHOGANY

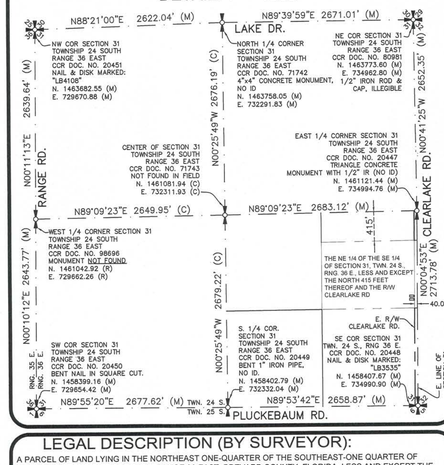


LEGEND OF EASEMENTS DEPICTED HEREON:
UTILITY EASEMENT AGREEMENT, RECORDED IN: OFFICIAL RECORDS BOOK 8140, PAGE 744 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (EXHIBIT "A")
PARCEL "A" = 25'x10' UTILITY EASEMENT
PARCEL "B" = 25'x70' TEMPORARY EASEMENT
PARCEL "C" = 25'x10' UTILITY EASEMENT
PARCEL "D" = 25'x70' TEMPORARY EASEMENT

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REVISION	
1	EASEMENTS ADDED 2/7/2019
2	FLOOD ZONE "X" ADDED 1/29/2019
3	TREES & UTILITIES ADDED 1/15/2019
	Drawn: JTH 3/2/2018
	Checked: CSB 3/2/2018

SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
DETAIL: 1" = 1000'



LEGAL DESCRIPTION (BY SURVEYOR):

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.
CONTAINING: 27.922 ACRES, MORE OR LESS.

SURVEYOR'S LEGEND

(C)	= CALCULATED	OHW	= OVERHEAD WIRES
(D)	= DEED	TOE	= TOE OF SLOPE
(M)	= MEASURED	℄ DITCH	= CENTERLINE OF DITCH
(R)	= RECORD	TOB	= TOP OF BANK
℄	= CENTERLINE	WM	= WATER MAIN
CCR	= CERTIFIED CORNER RECORD	RU	= REUSE MAIN
DOC.	= DOCUMENT		= FENCE, TYPE NOTED
E.	= EAST OR EASTING		= CONCRETE POWER POLE – DISTRIBUTION & TRANSMISSION VOLTAGES
ID	= IDENTIFICATION		= TOP OF WATER
LB	= LICENSED BUSINESS		= WATER WELL
N.	= NORTH OR NORTHING		= WATER METER
N.T.S.	= NOT TO SCALE		= VALVE, TYPE NOTED
ORB	= OFFICIAL RECORDS BOOK		= BLOWOFF
PG.	= PAGE		= SECTION CORNER
PLS	= PROFESSIONAL LAND SURVEYOR		
RNG.	= RANGE		= QUARTER CORNER
R/W	= RIGHT-OF-WAY		
S.	= SOUTH		= BREAKLINE
TWN.	= TOWNSHIP		= CONCRETE MONUMENT FOUND
TYP.	= TYPICAL		= IRON MARKER FOUND
W.	= WEST		= NAIL & DISK FOUND
+15.2	= SPOT ELEVATION, AT GROUND		= SURVEY BENCHMARK
×14.80	= SPOT ELEVATION, HARD SURFACE		= ASPHALT
	0.2% ANNUAL CHANCE FLOOD HAZARD, AREA OF 1% ANNUAL = CHANCE FLOOD AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. (ZONE X)		

SURVEYOR'S NOTES

1. TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC SURVEY
2. NORTHINGS & EASTINGS SHOWN HEREON ARE REFERENCED IN US SURVEY FEET TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983, USING GEOID MODEL 12A.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING N00°4'53"E, HOLDING THE SOUTHWEST CORNER OF SECTION 32 FOR POSITION, AND THE EAST ¼ CORNER FOR ROTATION.
4. ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND WERE DERIVED BY PERFORMING A CLOSED LEVEL LOOP USING BREVARD COUNTY SURVEYING & MAPPING BENCHMARK PID. NO. E6A44, A 3" ALUMINUM DISK, HAVING A PUBLISHED ELEVATION OF 17.934' (NAVD88). SAID DISK IS STAMPED "E6A44 ROBERT 2008".
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.
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.

LAKESIDE PALMS WEST
BOUNDARY & TOPOGRAPHIC SURVEY
SECTION 31, TWN. 24 S., RANGE 36 E.
CITY OF COCOA
BREVARD COUNTY, FLORIDA

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

Project #: 2018-003
Drawing #: 2018-003 LAKESIDE PALMS WEST.DWG
Scale: Horiz. 1"=60' Vert. N/A
Sheet #: BNDY & TOPO
SHEET 1 OF 1

THE SURVEY AND THIS DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS CERTIFICATION IS A STATEMENT OF PROFESSIONAL OPINION, BASED ON THE SURVEYORS 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.

CHRISTOPHER S. BOWERS, FL PROFESSIONAL SURVEYOR & MAPPER #5990
3/2/2018
SURVEY DATE

MORGAN & Associates

Civil Engineers and Land Surveyors

January 30, 2019

Tom Amstadt, PE, CFM
Senior Engineer
Geosyntec Consultants
1511 E. State Rd 434, Suite 1005
Winter Springs, FL 32708

CITY OF COCOA
JAN 30 2019
RECEIVED
PLANNING & ZONING DIVISION

PROJECT NAME: **Lakeside Palms West Subdivision**

The following are responses to the review letter dated January 28, 2019 for the Lakeside Palms West Subdivision project.

1. The SFHA boundary is not shown on the provided subdivision plat. Per Sec. 6-356 (1) of the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats".

   RESPONSE: Please note that the Flood Zone information is provided on the Boundary & Topographic Survey which is required as part of the platting process. Based on discussion with Bob Packard, City of Cocoa Surveyor, who agrees that since that Flood Zone Designations change over time, the flood zone information would become in direct conflict with the Plat which becomes permanent record, therefore should not be included on the Plat.

   In general, the FEMA Flood Insurance Rate Map (FIRM) shows areas within the 100 Year Flood Zone, but it doesn't appear to be accurate at this location, based on all of the existing development within the area, specifically adjacent to our site. In addition, the City of Cocoa/City of Rockledge (Rock Pond) Joint Stormwater/Flood Improvement Pond does not appear to have been taken into consideration in establishing the actual flood elevation.

   Please further note that once the site has been filled and houses constructed, a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) may be obtained in order to remove the property/properties from the Special Flood Hazard Area (SFHA). The site infrastructure (roads) will be constructed above the Base Flood Elevation (BFE) of 17.00 ft and the Finished Floor Elevation (FFE) of the proposed houses will vary from 21.30 ft. to 22.75 ft. These elevations have been established based on the Clearlake Road roadway elevation and evaluation of the tailwater conditions along the Clearlake Rad ditch/Rock Pond Stormwater Analysis, and the proposed Stormwater Management System analysis.

2. The provided documentation does not include sufficient information to ascertain compliance with the Flood Damage Prevention Ordinance. The applicant should refer to Sec. 6-330 of the City's code for the information required for development within flood hazard areas.

   RESPONSE: Please review the attached Technical Memo noting the detailed compliance with Sec. 6-330.

3. The applicant should provide documentation that demonstrates compliance with Sec. 6-332 (2) of the City's code. Relevant text is copied below:
   For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

   RESPONSE: Please review the attached Technical Memo noting the detailed compliance with Sec. 6-332 (3). Please note that we are not in a floodway. We will be filling the site approximately 16,028CY from existing grade to elevation 17.00 ft. The designed stormwater management system, reduces the amount of discharge to the conservation area/preserve for all storm events including the 100 Year. In addition, the stormwater discharge is directed to the Clearlake Road Ditch/Rock Pond providing not only additional stormwater treatment but also attenuation to further reduce the flood elevation. We have provided the 100 Year Stormwater Calculations for your review.

4. The applicant should acquire other permits required by Sec. 6-329 of the City's code prior to commencement of the development.

   RESPONSE: Please note the following:

   - ***The St. Johns River Water Management District (SJRWMD) has been applied for and is anticipated within the next few days.***
   - ***Florida Department of Health (FDOH) for onsite sewage treatment – Not applicable, this site will have a wastewater collection system that is serviced by the City of Cocoa.***
   - ***Florida Department of Environmental Protection (FDEP) Joint Coastal Permit – Not applicable.***
   - ***Florida Department of Environmental Protection (FDEP) for activities that affect wetlands and alter surface water flows – Not applicable. This project will have a Statewide Environmental Resource Permit (SWERP) reviewed/permitted by the SJRWMD.***
   - ***United States Army Corps of Engineers (USACE) - Not applicable. There are no direct wetland impacts under USACE jurisdiction.***
   - ***Federal permits - Not applicable.***

If you have questions, please call (321) 751-6088 X 13 or email akirbach@morgan-engsurv.com

Sincerely,
Morgan & Associates Consulting Engineers, Inc.

ANDREAS H. KIRBACH LICENSE No. 49431 PROFESSIONAL ENGINEER STATE OF FLORIDA
-30-19

Andy Kirbach, PE
Vice President

MORGAN & Associates

Civil Engineers and Land Surveyors

TECHNICAL MEMORANDUM

January 30, 2019

To: Geosyntec Consultants
1511 E. State Rd 434, Suite 1005
Winter Springs, FL 32708

Tom Amstadt, PE, CFM
tamstadt@geosyntec.com

Mark Ellard, PE, CFM, D.WRE, ENV SP
mellard@geosyntec.com

CC: City of Cocoa Community Services
Dodie Selig, AICP, Planning & Zoning Manager
65 Stone Street, Cocoa, FL 32922
dselig@cocoafl.org

CITY OF COCOA
JAN 30 2019
RECEIVED
PLANNING & ZONING DIVISION

Project Name: **Lakeside Palms West Subdivision**
Reference: **Flood Plain Management Review**

This technical memorandum is provided to respond to your review comments for the Lakeside Palms West Subdivision project as it pertains to City of Cocoa's Flood Damage Prevention Code. The information and support documentation included herein specifically addresses code Sections 6-330 (1-7) and 6-332(2).

Sec. 6-330. - Information for development in flood hazard areas.
The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary, for review of the proposed development. Flood zone(s), base flood elevation(s), ground elevations, and proposed building elevations shall be provided on a FEMA elevation certificate.

RESPONSE: The Base Flood Elevation (BFE) per current FEMA Flood Insurance Rate Map (FIRM); March 17, 2014; is 17.00 ft NAVD. Delineation of the flood hazard areas, flood zones, and existing ground elevations is included in the survey. The proposed building elevations are included in the civil plans.

(2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 6-331(2) or (3).

RESPONSE: Not Applicable. The BFE is established at 17.00 ft NAVD per current FIRM Map.

(3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 6-331(1).

RESPONSE: Not Applicable. The BFE is established at 17.00 ft NAVD per current FIRM Map.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

RESPONSE: The location of the proposed activity and proposed structures is shown in the plans. No existing buildings and structures apply.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

RESPONSE: Excavation, grading and filling to be completely onsite with the exception of the wetland conservation area. The amount of fill within Zone AE proposed is 16,028 cy. Refer to the Fill Exhibit included.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

RESPONSE: Fill material will come from the excavation of the wet pond as well as import borrow fill. Fill material, grading and compaction for roads, sidewalks, underground utilities and building construction, shall meet the design standards as presented in the construction plans. Borrow fill will be locally sourced meeting select fill requirements.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

RESPONSE: Not applicable

Sec. 6-332. Additional analyses and certifications

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

RESPONSE: Hydrologic analysis calculations for the 100-year storm are provided to demonstrate the proposed development activities will not cause increase in base flood elevation. The site has been designed to meet pre/post development conditions as required by the water management district.

If you have questions, please call (321) 751-6088 X 13 or email akirbach@morgan-engsurv.com.
We look forward to your review and approval.

Sincerely,
Morgan & Associates Consulting Engineers, Inc.

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

Andreas H. Kirbach, PE
Vice President
FL PE 49431

Enclosed:
Topographical & Boundary Survey, FEMA Map(s) Fill Exhibit, ICPR Model

EXHIBITS

National Flood Hazard Layer FIRMette

FEMA



Feet

0 250 500 1,000 1,500 2,000

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainag areas of less than one square mile *Zone*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

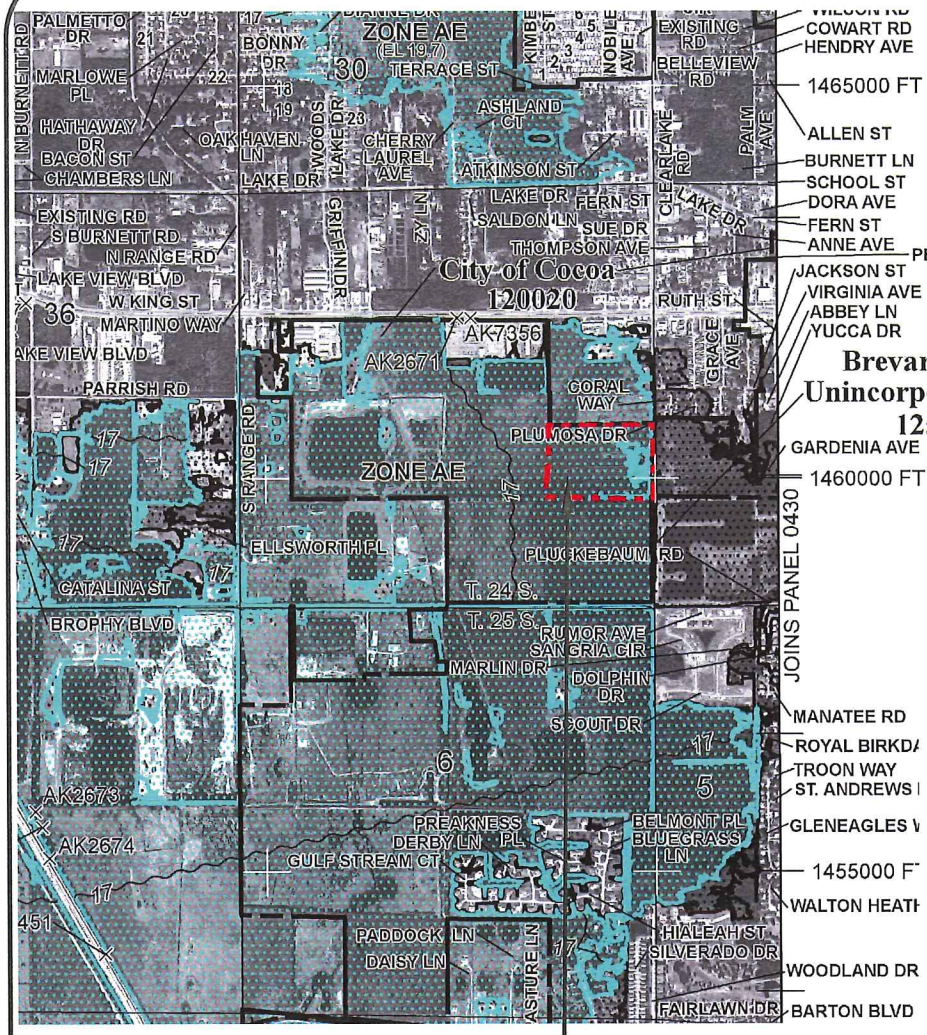
N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/28/2019 at 1:19:32 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



SITE LOCATION

FLOOD ZONE AE
WITH 1.0% ANNUAL CHANCE

BASE FLOOD ELEVATION = 17.0 FT

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0425G

FIRM

FLOOD INSURANCE RATE MAP

BREVARD COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 425 OF 825

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BREVARD COUNTY	125092	0425	G
COCOA, CITY OF	120020	0425	G
ROCKLEDGE, CITY OF	120027	0425	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12009C0425G

MAP REVISED
MARCH 17, 2014

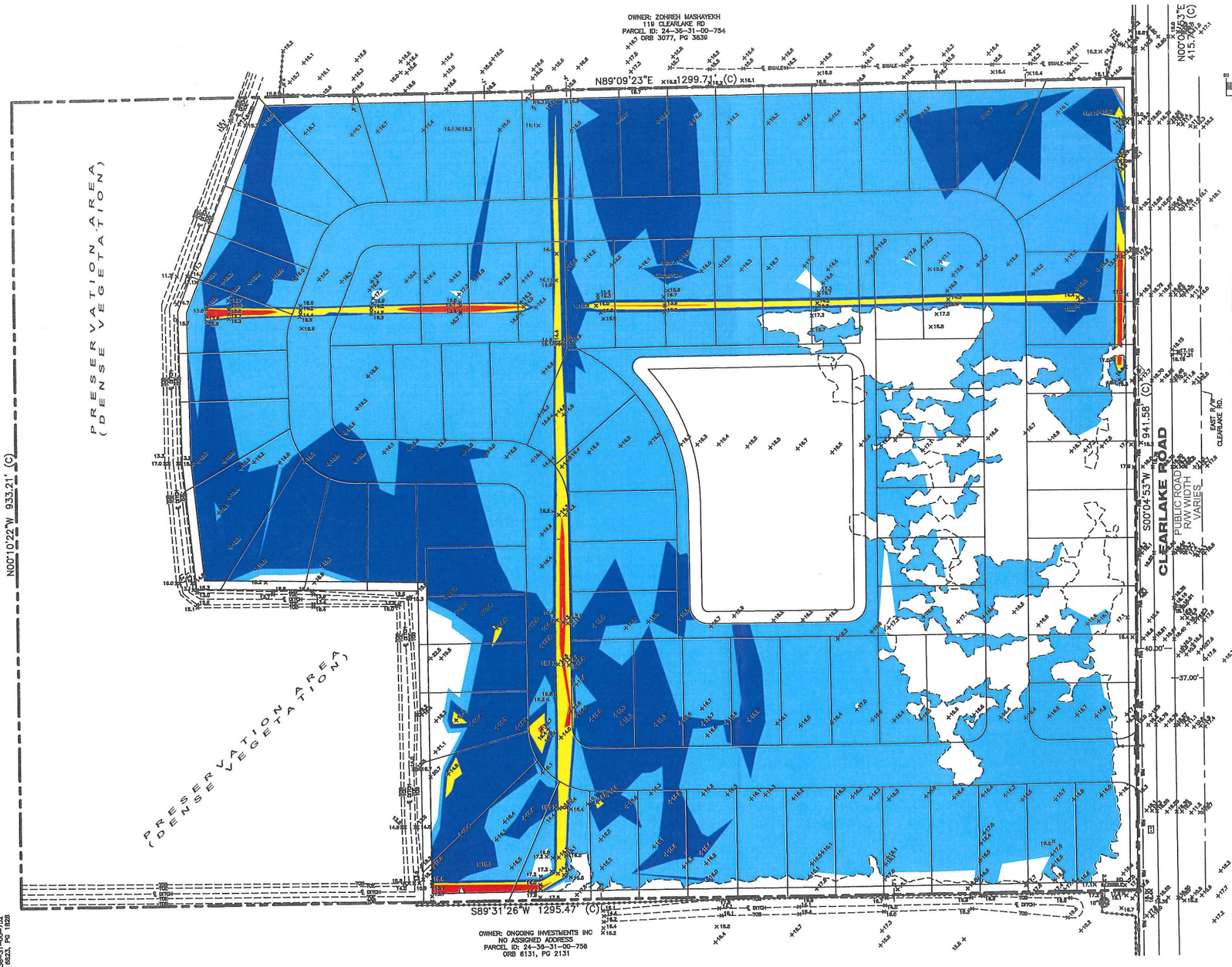
Federal Emergency Management Agency

SOURCE: FEMA MAP SERVICE CENTER

FEMA FIRM MAP FOR
LAKESIDE PALMS WEST SUBDIVISION
CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 10/24/2018

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





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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

LAKESIDE PALMS WEST
COCOA, FL

FILL EXHIBIT

Elevations Table			
Number	Minimum Elevation	Maximum Elevation	Color
1	0.000	1.000	
2	1.000	2.000	
3	2.000	3.000	
4	3.000	3.500	

TOTAL FILL QUANTITY
IN ZONE "AE" = 16,028 CY

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

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

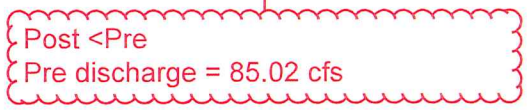
Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. FL Reg. #49431
Date:

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ICPR MODELING

LAKESIDE PALMS WEST
Includes 100yr 24hr
01/29/19

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
BNDRY-POST	BASE	100YR24HR	24.00	15.00	17.00	1.0000	27	12.43	50.53	0.00	0.00
BNDRY-POST	BASE	10YR24HR	24.00	15.00	17.00	1.0000	27	12.38	38.01	0.00	0.00
BNDRY-POST	BASE	25YR24HR	24.00	15.00	17.00	1.0000	27	12.39	43.78	0.00	0.00
BNDRY-POST	BASE	MEAN	24.00	15.00	17.00	1.0000	27	12.41	23.23	0.00	0.00
BNDRY-PRE	BASE	100YR24HR	24.00	15.00	15.00	0.0009	0	12.33	85.01	0.00	0.00
BNDRY-PRE	BASE	10YR24HR	24.00	15.00	15.00	0.0009	0	12.34	44.39	0.00	0.00
BNDRY-PRE	BASE	25YR24HR	24.00	15.00	15.00	0.0009	0	12.33	60.61	0.00	0.00
BNDRY-PRE	BASE	MEAN	24.00	15.00	15.00	0.0009	0	12.50	23.87	0.00	0.00
MH-ST-16	BASE	100YR24HR	12.43	17.96	20.00	-0.0050	248	12.42	50.52	12.43	50.53
MH-ST-16	BASE	10YR24HR	12.37	16.59	20.00	0.0159	262	12.36	38.01	12.38	38.01
MH-ST-16	BASE	25YR24HR	12.39	17.20	20.00	-0.0050	256	12.38	43.78	12.39	43.78
MH-ST-16	BASE	MEAN	12.41	15.04	20.00	0.0151	270	12.40	23.24	12.41	23.23
WETPOND	BASE	100YR24HR	12.42	19.64	19.00	0.0050	79004	12.00	186.29	12.42	50.52
WETPOND	BASE	10YR24HR	12.37	17.54	19.00	0.0050	69884	12.00	107.41	12.36	38.01
WETPOND	BASE	25YR24HR	12.39	18.46	19.00	0.0050	73893	12.00	139.13	12.38	43.78
WETPOND	BASE	MEAN	12.40	16.48	19.00	0.0050	65240	12.00	67.34	12.40	23.24

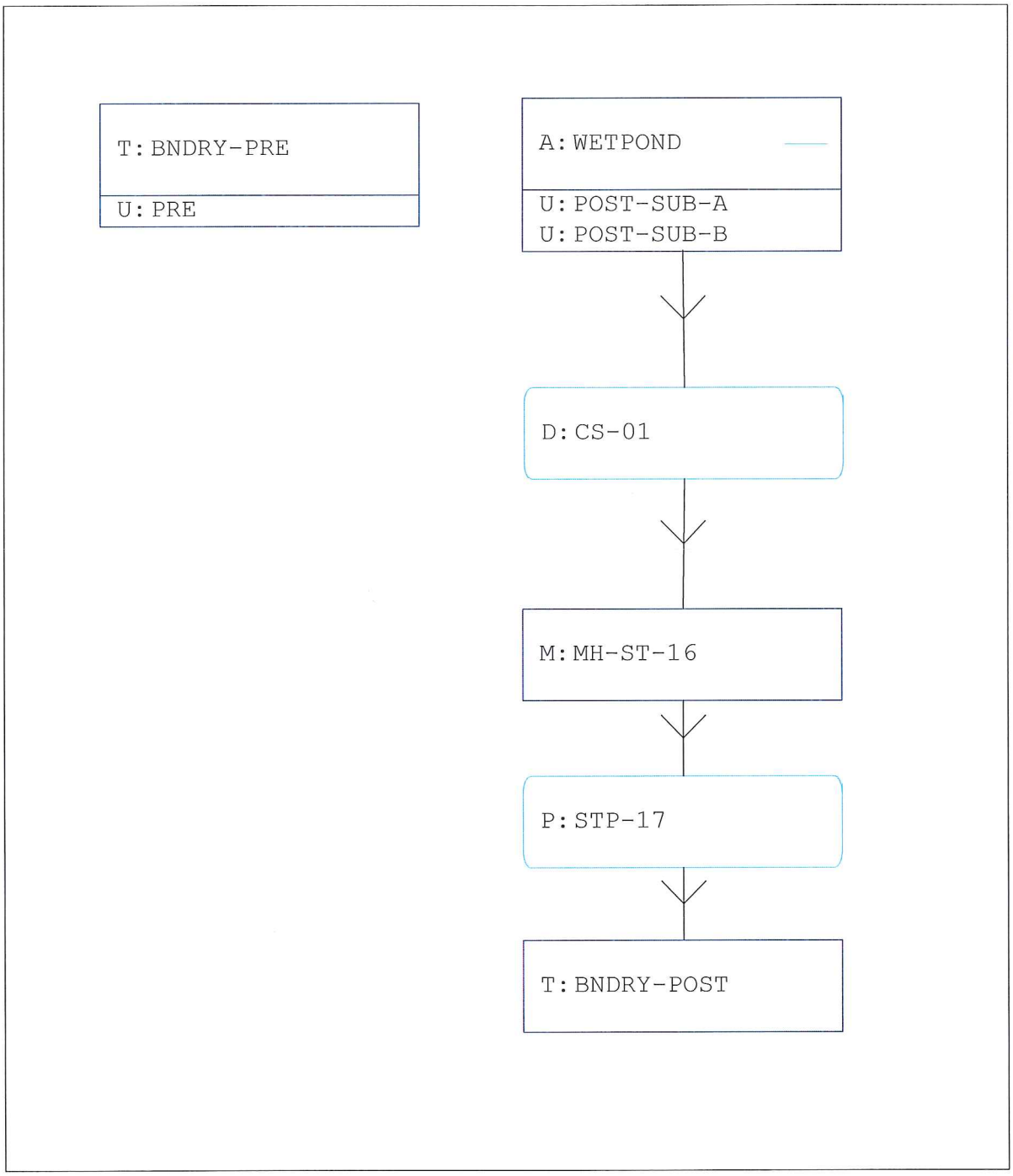


LAKESIDE PALMS WEST
Includes 100yr 24hr
01/29/19

Nodes
A Stage/Area
V Stage/Volume
T Time/Stage
M Manhole

Basins
O Overland Flow
U SCS Unit CN
S SBUH CN
Y SCS Unit GA
Z SBUH GA

Links
P Pipe
W Weir
C Channel
D Drop Structure
B Bridge
R Rating Curve
H Breach
E Percolation
F Filter
X Exfil Trench



LAKESIDE PALMS WEST
Includes 100yr 24hr
01/29/19

Name:	POST-SUB-A	POST-SUB-A	POST-SUB-A	POST-SUB-A	POST-SUB-B
Group:	BASE	BASE	BASE	BASE	BASE
Simulation:	100YR24HR	10YR24HR	25YR24HR	MEAN	100YR24HR
Node:	WETPOND	WETPOND	WETPOND	WETPOND	WETPOND
Type:	SCS	SCS	SCS	SCS	SCS
Unit Hydrograph:	Uh484	Uh484	Uh484	Uh484	Uh323
Peaking Factor:	484.0	484.0	484.0	484.0	323.0
Spec Time Inc(min):	1.33	1.33	1.33	1.33	1.33
Comp Time Inc(min):	1.33	1.33	1.33	1.33	1.33
Rain File:	Flmod	Flmod	Flmod	Flmod	Flmod
Rain Amount(in):	12.500	7.500	9.500	5.000	12.500
Duration(hrs):	24.00	24.00	24.00	24.00	24.00
Status:	Onsite	Onsite	Onsite	Onsite	Onsite
TC(min):	10.00	10.00	10.00	10.00	10.00
Time Shift(hrs):	0.00	0.00	0.00	0.00	0.00
Area(ac):	18.750	18.750	18.750	18.750	2.490
Vol of Unit Hyd(in):	1.001	1.001	1.001	1.001	1.001
Curve Num:	89.000	89.000	89.000	89.000	90.000
DCIA(%):	0.000	0.000	0.000	0.000	0.000
Time Max(hrs):	12.02	12.02	12.02	12.02	12.02
Flow Max(cfs):	166.84	96.36	124.70	60.52	19.91
Runoff Volume(in):	11.115	6.189	8.152	3.767	11.264
Runoff Volume(ft3):	756531	421207	554818	256384	101809

Name:	POST-SUB-B	POST-SUB-B	POST-SUB-B	PRE	PRE
Group:	BASE	BASE	BASE	BASE	BASE
Simulation:	10YR24HR	25YR24HR	MEAN	100YR24HR	10YR24HR
Node:	WETPOND	WETPOND	WETPOND	BNDRY-PRE	BNDRY-PRE
Type:	SCS	SCS	SCS	SCS	SCS
Unit Hydrograph:	Uh323	Uh323	Uh323	Uh323	Uh323
Peaking Factor:	323.0	323.0	323.0	323.0	323.0
Spec Time Inc(min):	1.33	1.33	1.33	5.47	5.47
Comp Time Inc(min):	1.33	1.33	1.33	5.00	5.00
Rain File:	Flmod	Flmod	Flmod	Flmod	Flmod
Rain Amount(in):	7.500	9.500	5.000	12.500	7.500
Duration(hrs):	24.00	24.00	24.00	24.00	24.00
Status:	Onsite	Onsite	Onsite	Onsite	Onsite
TC(min):	10.00	10.00	10.00	41.00	41.00
Time Shift(hrs):	0.00	0.00	0.00	0.00	0.00
Area(ac):	2.490	2.490	2.490	21.240	21.240
Vol of Unit Hyd(in):	1.001	1.001	1.001	1.000	1.000
Curve Num:	90.000	90.000	90.000	79.000	79.000
DCIA(%):	0.000	0.000	0.000	0.000	0.000
Time Max(hrs):	12.02	12.02	12.04	12.33	12.33
Flow Max(cfs):	11.52	14.90	7.27	85.02	44.40
Runoff Volume(in):	6.317	8.289	3.878	9.785	5.040
Runoff Volume(ft3):	57093	74922	35052	754433	388582

Name:	PRE	PRE
Group:	BASE	BASE
Simulation:	25YR24HR	MEAN
Node:	BNDRY-PRE	BNDRY-PRE
Type:	SCS	SCS
Unit Hydrograph:	Uh323	Uh323
Peaking Factor:	323.0	323.0
Spec Time Inc(min):	5.47	5.47
Comp Time Inc(min):	5.00	5.00
Rain File:	Flmod	Flmod
Rain Amount(in):	9.500	5.000
Duration(hrs):	24.00	24.00
Status:	Onsite	Onsite
TC(min):	41.00	41.00
Time Shift(hrs):	0.00	0.00
Area(ac):	21.240	21.240

Vol of Unit Hyd(in):	1.000	1.000
Curve Num:	79.000	79.000
DCIA(%):	0.000	0.000
Time Max(hrs):	12.33	12.42
Flow Max(cfs):	60.63	24.56
Runoff Volume(in):	6.912	2.799
Runoff Volume(ft3):	532928	215828

Basins

Name: POST-SUB-A
Group: BASE
Node: WETPOND
Type: SCS Unit Hydrograph CN
Status: Onsite

Unit Hydrograph: Uh484
Rainfall File:
Rainfall Amount(in): 0.000
Area(ac): 18.750
Curve Number: 89.00
DCIA(%): 0.00
Peaking Factor: 484.0
Storm Duration(hrs): 0.00
Time of Conc(min): 10.00
Time Shift(hrs): 0.00
Max Allowable Q(cfs): 999999.000

Name: POST-SUB-B
Group: BASE
Node: WETPOND
Type: SCS Unit Hydrograph CN
Status: Onsite

Unit Hydrograph: Uh323
Rainfall File:
Rainfall Amount(in): 0.000
Area(ac): 2.490
Curve Number: 90.00
DCIA(%): 0.00
Peaking Factor: 323.0
Storm Duration(hrs): 0.00
Time of Conc(min): 10.00
Time Shift(hrs): 0.00
Max Allowable Q(cfs): 999999.000

Name: PRE
Group: BASE
Node: BNDRY-PRE
Type: SCS Unit Hydrograph CN
Status: Onsite

Unit Hydrograph: Uh323
Rainfall File: Flmod
Rainfall Amount(in): 0.000
Area(ac): 21.240
Curve Number: 79.00
DCIA(%): 0.00
Peaking Factor: 323.0
Storm Duration(hrs): 0.00
Time of Conc(min): 41.00
Time Shift(hrs): 0.00
Max Allowable Q(cfs): 999999.000

Nodes

Name: BNDRY-POST
Group: BASE
Type: Time/Stage
Base Flow(cfs): 0.000
Init Stage(ft): 10.000
Warn Stage(ft): 17.000

Time(hrs)	Stage(ft)
0.00	11.0
14.00	12.0
24.00	15.0
36.00	12.0
72.00	11.0

Name: BNDRY-PRE
Group: BASE
Type: Time/Stage
Base Flow(cfs): 0.000
Init Stage(ft): 13.660
Warn Stage(ft): 15.000

Time(hrs)	Stage(ft)
0.00	13.7
24.00	15.0

Name: MH-ST-16 Base Flow(cfs): 0.000 Init Stage(ft): 11.900
Group: BASE Plunge Factor: 1.00 Warn Stage(ft): 20.000
Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.9	0.0003
20.0	0.0003

Name: WETPOND Base Flow(cfs): 0.000 Init Stage(ft): 14.000
Group: BASE Warn Stage(ft): 19.000
Type: Stage/Area

Stage(ft)	Area(ac)
12.0	1.0900
13.0	1.1700
14.0	1.2600
15.0	1.3600
16.0	1.4500
17.0	1.5500
18.0	1.6500
19.0	1.7500

Pipes

Name: STP-17 From Node: MH-ST-16 Length(ft): 364.00
Group: BASE To Node: BNDRY-POST Count: 1
Friction Equation: Automatic
Solution Algorithm: Automatic
Flow: Both
Entrance Loss Coef: 0.00
Exit Loss Coef: 1.00
Bend Loss Coef: 0.00
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Stabilizer Option: None

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	36.00	36.00
Rise(in):	36.00	36.00
Invert(ft):	11.900	11.750
Manning's N:	0.012000	0.012000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Drop Structures

Name: CS-01 From Node: WETPOND Length(ft): 41.00
Group: BASE To Node: MH-ST-16 Count: 1

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	36.00	36.00
Rise(in):	36.00	36.00
Invert(ft):	12.000	11.900
Manning's N:	0.012000	0.012000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Friction Equation: Automatic
Solution Algorithm: Automatic
Flow: Both
Entrance Loss Coef: 0.000
Exit Loss Coef: 1.000
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

TYPE D STRUCTURE

*** Weir 1 of 2 for Drop Structure CS-01 ***

TABLE

Count: 1 Bottom Clip(in): 0.000
Type: Horizontal Top Clip(in): 0.000
Flow: Both Weir Disc Coef: 3.200
Geometry: Rectangular Orifice Disc Coef: 0.600

Span(in): 49.00 Invert(ft): 15.850
Rise(in): 37.00 Control Elev(ft): 15.850

*** Weir 2 of 2 for Drop Structure CS-01 ***

TABLE

Count: 1 Bottom Clip(in): 0.000
Type: Vertical: Mavis Top Clip(in): 0.000
Flow: Both Weir Disc Coef: 3.200
Geometry: Circular Orifice Disc Coef: 0.600

Span(in): 4.00 Invert(ft): 14.000
Rise(in): 4.00 Control Elev(ft): 14.000

==========
==== Hydrology Simulations ====
==========

Name: 100YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\100YR24HR.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 12.50

Time(hrs)	Print Inc(min)
30.000	5.00

Name: 10YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\10YR24HR.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod

Rainfall Amount(in): 7.50

Time(hrs)	Print Inc(min)
30.000	5.00

Name: 25YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\25YR24HR.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 9.50

Time(hrs)	Print Inc(min)
30.000	5.00

Name: MEAN
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\MEAN.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 5.00

Time(hrs)	Print Inc(min)
30.000	15.00

==========
==== Routing Simulations ==========
==========

Name: 100YR24HR Hydrology Sim: 100YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\100YR24HR.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
30.000	15.000

Group	Run
BASE	Yes

Name: 10YR24HR Hydrology Sim: 10YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\10YR24HR.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
30.000	15.000

Group	Run
BASE	Yes

Name: 25YR24HR Hydrology Sim: 25YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\25YR24HR.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
30.000	15.000

Group	Run
BASE	Yes

Name: MEAN Hydrology Sim: MEAN
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\MEAN.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
30.000	15.000

Group	Run
BASE	Yes

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

May 21, 2020

Morgan & Associates Consulting Engineers, Surveyors Inc.
Attn: Andy Kirbach
504 N. Harbor City Blvd.
Melbourne, FL 32935

Dear Mr. Kirbach,

The City of Cocoa Planning and Zoning Department is in receipt of your most recent submittal of the preliminary plat and supporting documents for the Lakeside Palms West subdivision. It appears that the most of the outstanding comments on the preliminary plat have been addressed, except as discussed herein.

City of Cocoa staff, Geosyntec consultants and the City Attorney and Assistant City Attorney have reviewed the submittal and provide the following:

First, the City understands that St. John's River Water Management District (SJRWMD) does not require a conservation easement over Tract C associated with your SJRWMD permit. However, the City would accept a conservation easement and desires that the plat notes reflect the dedication of a conservation easement to the City over Tract C.

In addition, the City requests further information relating to the feasibility of providing compensatory storage pursuant to Comprehensive Plan Policy 6.1.3.6. Sufficient information has not been provided to determine whether the Comprehensive Plan, specifically Policy 6.1.3.6 regarding compensatory storage, has been satisfied.

As you are aware, this Policy provides that, in cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner. In attempting to demonstrate that compensatory storage cannot be provided in an economically feasible manner, you have provided only three possible options for providing compensatory storage: (1) no development; (2) utilization of the conservation Tract C; and (3) purchase of offsite property for compensatory storage purposes. However, your description of these options did not

include any detailed analysis. Moreover, the City does not view these three options as exclusive until further information is provided.

In an effort to assist you with your application submittal, the City requests that the following additional information be provided in order for the City to properly evaluate whether the compensatory storage is economically feasible:

- Identification of the volume of compensatory storage required. The City believes this volume is 16, 028 cubic yards, based upon the grading plan submitted. However, this foundational and critical element of the compensatory storage feasibility analysis was missing from your Floodplain Management submittal.
- Identification of upland areas on-site that may be used for compensatory storage and the volume that could be excavated in these areas, including the estimated cost thereof and the estimated number of lots of that may be lost and their value. If excavation of on-site upland areas is not feasible from an engineering standpoint, a thorough explanation should be provided. Until this explanation is provided, the City does not view the only option for on-site upland compensatory storage as "no development."
- An inventory of available nearby properties that could provide upland compensatory storage, including the estimated purchase price and cost of providing a hydraulic connection from the property to the floodplain and performing necessary excavation.
- You have identified the possible use of Tract C for compensatory storage. Identify the volume of compensatory storage that could be achieved in the wetland area on-site by providing a survey of Tract C's groundwater elevation to determine the extent that the wetland could be scraped to provide compensatory storage, if any. The cost associated with the excavation and wetland mitigation in Tract C should be identified. However, wetland mitigation costs associated with excavation in Tract C should also take into account and be reduced by potential mitigative and restorative techniques available for the wetland area after excavation is accomplished.
- An economic feasibility analysis for the project, which includes the purchase price of the property, anticipated construction and permitting costs, and anticipated sales prices of the homes.

The City trusts that this will assist you in completing the analysis necessary to demonstrate compliance with Policy 6.1.3.6.

Sincerely,

Dodie Selig, AICP
Planning & Zoning Manager

MORGAN & Associates

Civil Engineers and Land Surveyors

June 1, 2020

Dodie Selig, AICP
Planning and Zoning Manager
City of Cocoa - Community Services Department
Planning & Zoning Division
65 Stone Street, Cocoa, FL 32922

Project Name: Lakeside Palms West
Project Number: PZ-18-00100004 Preliminary Subdivision
Subject: Floodplain Management Requirements - Additional Information

Dear Ms. Selig;
As requested in your letter dated May 21, 2020, we provide additional information to demonstrate the project's compliance with the City's Floodplain Management requirements in the Code of Ordinances and Comprehensive Plan.

It is noted that Lakeside Palms West project has been approved by various regulatory agencies and fully complies with the City requirements. At the time of the original City of Cocoa submittal, the entitled property was under contract by DR Horton, a national homebuilder. During the late stages of the approval process, the former City Manager John Titkanich noted that additional open space and community amenities would be required in order for the City of Cocoa to approve the project. The project was redesigned to eliminate building lots in order to provide the playground and open space areas in addition the community amenities including the observation deck on the conservation/preservation tract and also the stormwater pond.

PERMITTING OVERVIEW

Lakeside Palms West (LSPW) Subdivision was originally submitted to the City for Site Plan and Preliminary Plat review in 2018. During that time, all of the required regulatory permits were submitted and approved. These permits include the City of Cocoa (which included a Developer's Agreement (DA), SJRWMD, ACOE, and FDEP. The City of Cocoa staff, Planning & Zoning Board, and City Council approved the Site Plan and Preliminary Plat and the subsequent approval letter was provided on February 22, 2019. This City of Cocoa approval also included approval of the floodplain review by the City's Consultant, Geosyntec. Most recently, the City of Cocoa required the extension of the DA which was approved by City Council on March 11, 2020.

FLOODPLAIN MANAGEMENT CRITERIA OVERVIEW

Regarding the Floodplain criteria, we understand the concerns but we have done everything to completely address the requirements of the City of Cocoa Code of Ordinances and Comprehensive Plan. We have already demonstrated that there is no loss of storage within the project area and have further reduced the runoff from the developed site to less than the existing condition for the 100-year storm event. In addition, the developed site is directed to the Rock Pond Regional Stormwater Management System for additional flood attenuation and additional stormwater treatment.

Review and approval were provided by the City's Consultant, Geosyntec dated February 1, 2019, that noted that this project was designed to meet/exceed the City's criteria for Stormwater/Floodplain Management. Please see the attached approval letter from Geosyntec that noted "*The hydrologic and hydraulic analysis provided in the technical memorandum indicates that the 100-year design storm runoff volume captured and removed from contributing to the floodplain is greater than the volume of proposed fill. Based on this analysis, the applicant has stated that the project will not impact the 100-year floodplain and base flood elevation. The additional explanation and analysis provided are considered sufficient to demonstrate compliance with Sec. 6-332 (2) of the City's code."*

Please further note that the project designed and approved also incorporates and exceeds the City requirements (specifically Comprehensive Plan Policies 12.1.9.1, 12.1.9.2, and 12.1.9.3) by providing natural floodplain storage within the Conservation/Preservation Tract (known as Tract C within the Preliminary Plat) consisting 6.68 acres (approximately 24%) of the entire 27.92 area site. Refer to the approval letter from Geosyntec, previously noted.

ADDITIONAL COMPENSATORY STORAGE INFORMATION

As noted, we have already provided via Technical Memorandum, Stormwater Calculations and approval by the City's Consultant, Geosyntec that we have complied with the City's Floodplain Management requirements and no additional compensatory storage is required. As further requested by City staff, additional information is provided below concerning possible alternatives to provide additional compensatory storage.

Upland Areas Onsite - As discussed with City staff, there are no available upland areas on-site. As explained, the former City Manager required the reduction of proposed lots in order to provide amenities to this subdivision, including the open space, boardwalk, and playground. We have already designed the site to accommodate the 100 year storm event, when the City of Cocoa and the SJRWMD only require that the stormwater system be designed for the 25 year storm event. It is to be reiterated that there is a net reduction in the runoff rate to below the existing conditions (pre-development) flow rate. For additional technical explanation, please refer to the technical report previously approved by the City of Cocoa's Consultant February 1, 2019 and the stormwater calculations previously approved by the City and SJRWMD.

Upland Areas Offsite, Property Acquisition - As requested, we have reviewed the active listings through Zillow, Realtor.com, and LoopNet within a half a mile of this site and there are no available sites for additional compensatory storage. Due to the lack of available inventory, the construction cost of offsite improvements, and the project delays to permit through the City of Cocoa/SJRWMD/ACOE/FDEP, this is not an economically feasible option.

ECONOMIC FEASIBILITY ANALYSIS

Per the City of Cocoa' s request; we have reviewed the economic feasibility of possible options to lessen the floodplain impact, which included, no development, utilize the Conservation/Preservation Tract, and purchase of offsite area for additional compensatory storage.

No Development - The No Development option to lessen flood plain impact means an economic loss to the city and the developer.

The property was acquired through a Sheriff's Auction. The purchase price of $10K is recorded per the Brevard County Property Appraiser site, the actual cost of site acquisition was significantly higher (approximately $600K). In addition, this property has recurring costs and presently does not generate any revenue. Property owner has

paid over $133K in property taxes. In addition, through the entitlement process the owner has already paid over $250K in surveying, environmental studies, site engineering, permit and legal fees. Presently, the property owner is into the property for over $983K.

A national homebuilder will pay approximately $14K - $19K for a fully entitled lot in this market, so for 87 lots it is worth approximately $1.2M. The national homebuilder has noted that the finished lot costs (including land acquisition) needs to be in the $42K - $46K maximum per lot, so 87 lots is approximately $4M (without any loan/debt service/interest) in this market. The average cost to build a new home is $125 -$200/sq. ft. so the cost to build a 1,700 sq. ft. home is $212K plus the lot cost $42K for a total of $254K, so in the present market there is very little (if any) margin.

This market generally will find new homes selling in the range of $245K - $270K with an average sales price of approximately $250K. Based on recent sales within the Lakeside Palms Subdivision, where homes have been selling for $245K - $297K, the overall value of construction would be $21M - $25M.

Based on the extremely tight margin, any additional project costs and further delay in the City's additional approval will cancel this project from moving forward. The loss of this project for the City of Cocoa is significant from the jobs that it would have created, a new modern community with amenities, increased tax base, increased utility revenue and no additional revenue for local businesses.

Utilizing the proposed Conservation/Preservation Tract - This option for additional compensatory storage is not feasible since it would require wetland impacts, mitigation and additional floodplain impacts. The cost of mitigation of the wetland (without actual improvements/construction) could potentially reach $1M. The extended permitting timetable in order to obtain the required regulatory approvals could take 8-12 months. The present purchase contract with another national builder expires on June 30, 2020, therefore the loss would be as noted in the no development option.

Please see the attached letter from Jon Shepherd, Atlantic Environmental of Florida, concerning the consideration of utilizing Tract C as compensatory storage. Based on review of the environmental impacts and the wetland mitigation required, this is not an economically feasible option. As noted, the property owner is willing to provide a conservation easement over Tract C, as long there is no further delay in the permitting of this already previously approved project.

Offsite Areas - Offsite area for additional compensatory storage is presently not available. There are no adjacent areas suitable for additional compensatory storage due to environmental constraints including existing wetlands and additional floodplain issues. Per the City of Cocoa staff request, we have reviewed the active listings through Zillow, Realtor.com, and LoopNet within a half a mile of this site and there are no available sites for compensatory storage. Due to the lack of available inventory, the construction cost of offsite improvements, and the project delays to permit through the City of Cocoa/SJRWMD/ACOE/FDEP, this is not an economically feasible option.

CONCLUSION

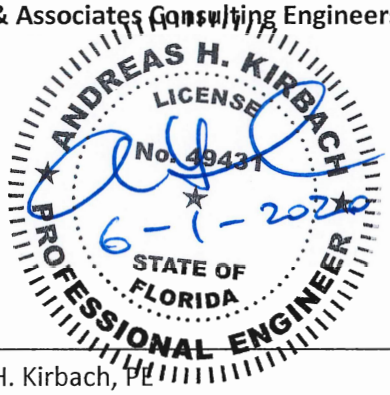
In conclusion, we have demonstrated the design meets the requirements and intent of the City of Cocoa Code and Comprehensive Plan. Over the past 2 years, we have successfully obtained approvals from the City of Cocoa, SJRWMD, ACOE, and FDEP. The property owner has already had the original purchase contract cancelled and is now on a critical deadline to close with a national homebuilder by June 30, 2020.

We respectfully request your consideration and look forward to confirmation that we have addressed the City of Cocoa's concerns. This is an exciting project for the City of Cocoa; bringing a brand-new market rate family friendly neighborhood community with amenities while providing much needed jobs and long-term tax/local business revenue to the City.

We look forward to your review and approval. If you have questions, please call (321) 751-6088 extension 13 or email akirbach@morgan-engsurv.com.

Sincerely,

Morgan & Associates Consulting Engineers, Inc.



Andreas H. Kirbach, PE
Vice President
FL PE #49431

Enclosed:
Letter by Geosyntec, February 1, 20919
Letter by Atlantic Environmental of Florida, May 27, 2020
City of Cocoa Comprehensive Plan References.

Geosyntec consultants

1511 East State Road 434, Suite 1005
Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

1 February 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our review of the comments responses and additional information provided by Morgan & Associates, Inc. concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following additional documents were reviewed:

- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018 (Revised January 29, 2019)
- Lakeside Palms West Comments Response Letter, January 30, 2019
- Lakeside Palms West Subdivision Floodplain Management Review Technical Memorandum, January 31, 2019

Our initial review comments sent on January 28, 2019 are attached to this letter. Our final comments related to review of the proposed project construction documents and the additional documents reference above relative to compliance with the City's Flood Damage Prevention Code are provided below. No additional responses from the applicant are needed.

1. The boundary and topographic survey were updated with the SFHA boundary. Based on the updated survey and the additional explanation provided in the comments response letter, the proposed project is considered to be in compliance with Sec. 6-356 (1) of the City's code.
2. The additional explanation provided in the technical memorandum is considered sufficient to demonstrate compliance with Sec. 6-330 of the City's code.
3. The hydrologic and hydraulic analysis provided in the technical memorandum indicates that the 100-year design storm runoff volume captured and removed from contributing to the floodplain is greater than the volume of proposed fill. Based on this analysis, the applicant has stated that the project will not impact the 100-year floodplain and base flood elevation. The additional explanation and analysis provided are considered sufficient to demonstrate compliance with Sec. 6-332 (2) of the City's code.
4. The additional explanation provided in the comment response letter states the permits that are and are not needed for this project and for compliance with Sec. 6-329 of the City's code. The

applicant anticipates approval of an environmental resource permit from SJRWMD prior to commencement of the development.

CLOSING

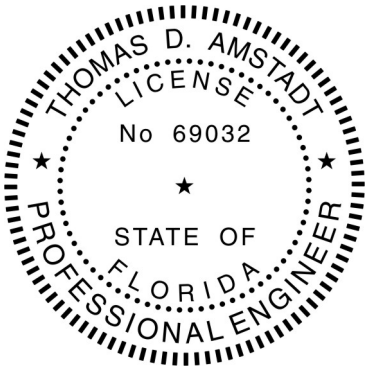
Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360



cc: Dodie Selig, Planning & Zoning Manager

Geosyntec consultants

January 28, 2019 Review Comments

Geosyntec consultants

1511 East State Road 434, Suite 1005
Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

28 January 2019

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our initial review of the proposed Lakeside Palms West construction documents concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following documents were reviewed:

- Lakeside Palms West Construction Plans, November 9, 2018
- Lakeside Palms West Survey Plat, March 2, 2018
- Lakeside Palms West Boundary & Topographic Survey, March 2, 2018

Based on review of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Map (FIRM), Map Number 12009C0425G, revised March 17, 2014, nearly all the proposed site is within a 'Zone AE' special flood hazard area (SFHA) associated with the St. John's River, with a base flood elevation (BFE) of 17 feet (NAVD88).

Comments related to review of the proposed project documents referenced above relative to compliance with the City's Flood Damage Prevention Code are provided below.

1. The SFHA boundary is not shown on the provided subdivision plat. Per Sec. 6-356 (1) of the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats".
2. The provided documentation does not include sufficient information to ascertain compliance with the Flood Damage Prevention Ordinance. The applicant should refer to Sec. 6-330 of the City's code for the information required for development within flood hazard areas.
3. The applicant should provide documentation that demonstrates compliance with Sec. 6-332 (2) of the City's code. Relevant text is copied below:

   For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

4. The applicant should acquire other permits required by Sec. 6-329 of the City's code prior to commencement of the development.

CLOSING

Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360

THOMAS D. AMSTADT LICENSE No 69032 STATE OF FLORIDA PROFESSIONAL ENGINEER

cc: Dodie Selig, Planning & Zoning Manager

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

657 Montreal Avenue • Melbourne, FL 32935
ph 321.676.1505 • fax 321.676.1730

May 27, 2020

Mr. Andy Kirbach
Morgan & Associates, Inc.
505 N Harbor City Boulevard
Melbourne, Florida 32935

Re: Lakeside Palms West – Compensatory Storage

Dear Mr. Kirbach:

Atlantic Environmental of Florida, LLC (Atlantic Environmental) recognizes the City of Cocoa's desire to allow Conservation Area Tract C within Lakeside Palms West to be utilized for compensatory storage. Conservation Tract C encompasses approximately 6.68 acres, the vast majority of which has been deemed jurisdictional wetlands by the St. Johns River Water Management District (SJRWMD) and the US Army Corps of Engineers (USACE). By excavating this tract in an attempt to provide additional compensatory storage, the above-mentioned regulatory agencies would deem this activity a direct wetland impact that would in turn require compensatory mitigation. Mitigation for such an endeavor would be cost prohibitive as described below.

The wetland located within Tract C supports a forested wetland system that is located in the Southern St. Johns River Basin 20. As such, compensatory mitigation for a wetland impact in this basin would need to be supplied within this same geographical area (i.e. basin). There is currently no mitigation bank in this basin that can provide both SJRWMD and USACE compensatory mitigation for such forested wetland impacts. For this reason, an applicant would need to acquire mitigation from two separate sources. Atlantic Environmental estimates that mitigation would cost approximately $668,000.00 at the currently available SJRWMD source and an additional $540,000.00 at the currently available USACE source. Thus, total mitigation costs to turn Conservation Tract C into a compensatory storage area would be in the neighborhood of $1,208,000.00. Should you choose to go this route I recommend that we allow for approximately 7 to 9 months for the permitting process to reach its conclusion.

If you have any questions or concerns, please contact our office and we'd be glad to discuss.

Sincerely,



Jon H. Shepherd, MS, PWS
President/Ecologist

CITY OF COCOA COMPREHENSIVE PLAN 2010 - 2020

VOLUME I
GOALS, OBJECTIVES, & POLICIES

ADOPTED BY ORDINANCE 11-2010
BY ACT OF THE CITY COUNCIL
CITY OF COCOA, FLORIDA
ON OCTOBER 26, 2010
Updated by Ordinance 12-2010 on 10-26-2010

Serving the Community

Project Name: Lakeside Palms West
Project Number: PZ-18-00100004 Preliminary Subdivision
Subject: Floodplain Management Requirements

City of Cocoa Comprehensive Plan References

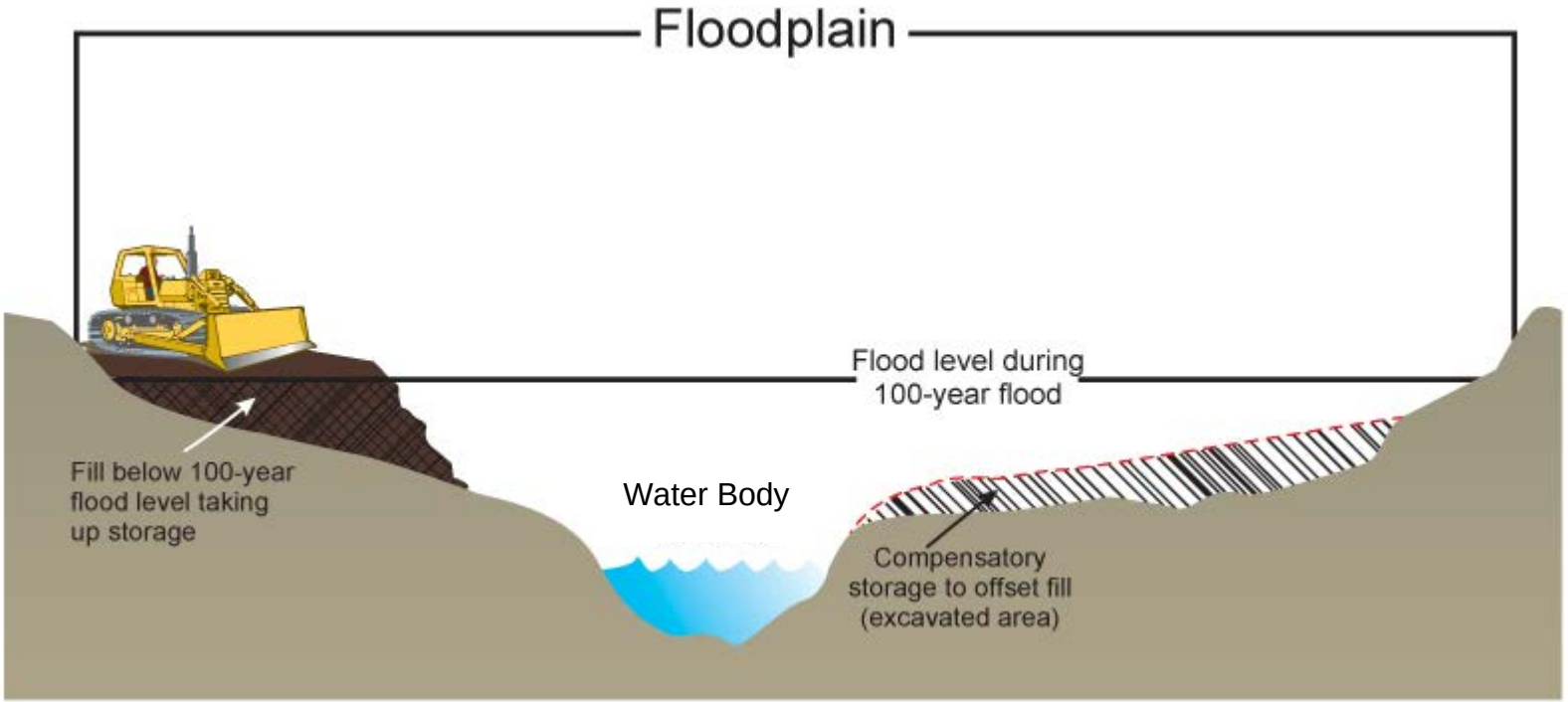
Adopted by Ordinance 11-2010
BY ACT OF THE CITY COUNCIL CITY OF COCOA, FLORIDA ON OCTOBER 26, 2010
Updated by Ordinance 12-2010 on 10-26-2010

Policy 6.1.3.6: Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

Policy 12.1.9.1: Developmental plans shall preserve the natural functions of floodplains when practical. The provision of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

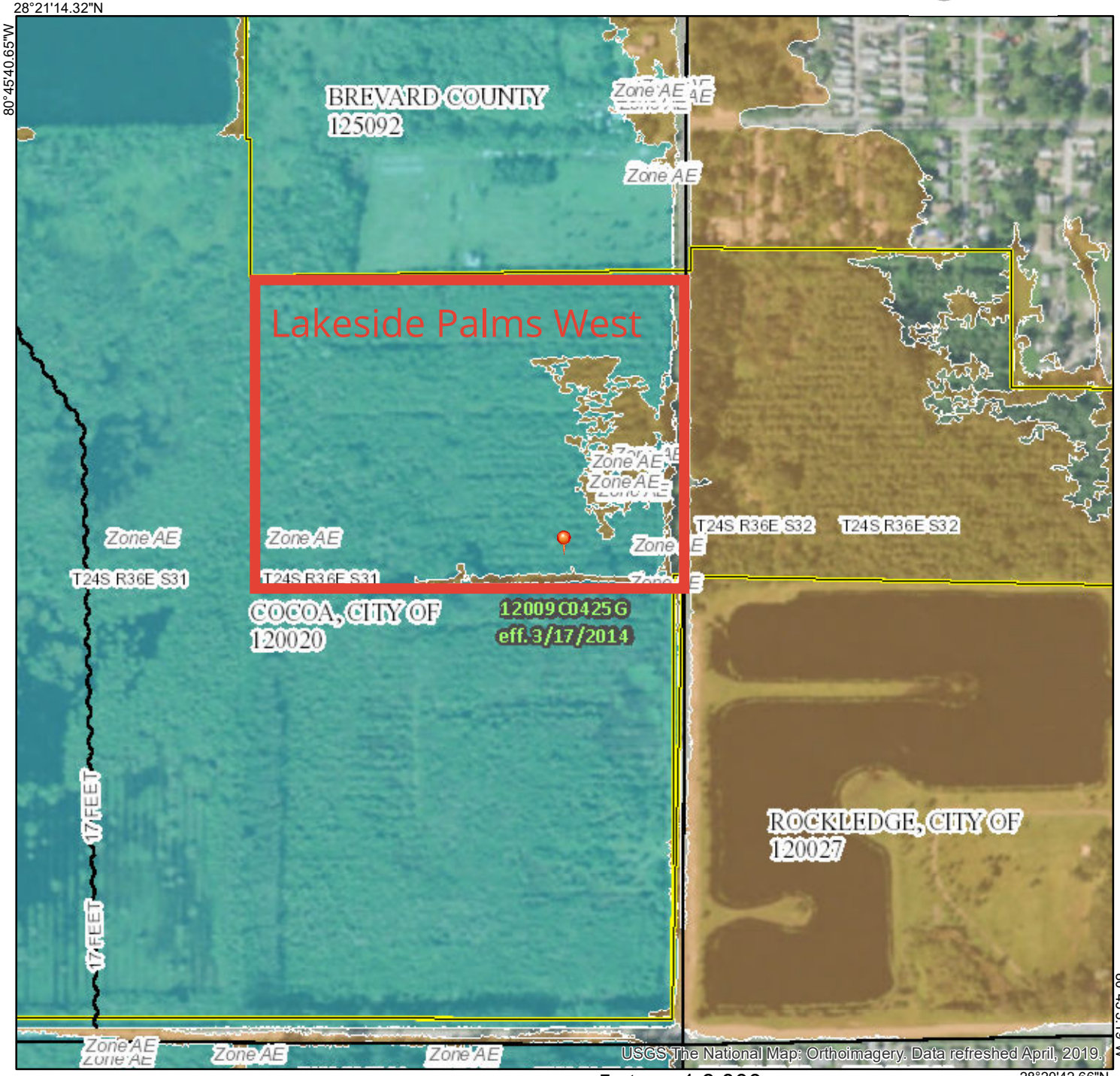
Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.


Floodplain
Flood level during
100-year flood
Fill below 100-year
flood level taking
up storage
Water Body
Compensatory
storage to offset fill
(excavated area)

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

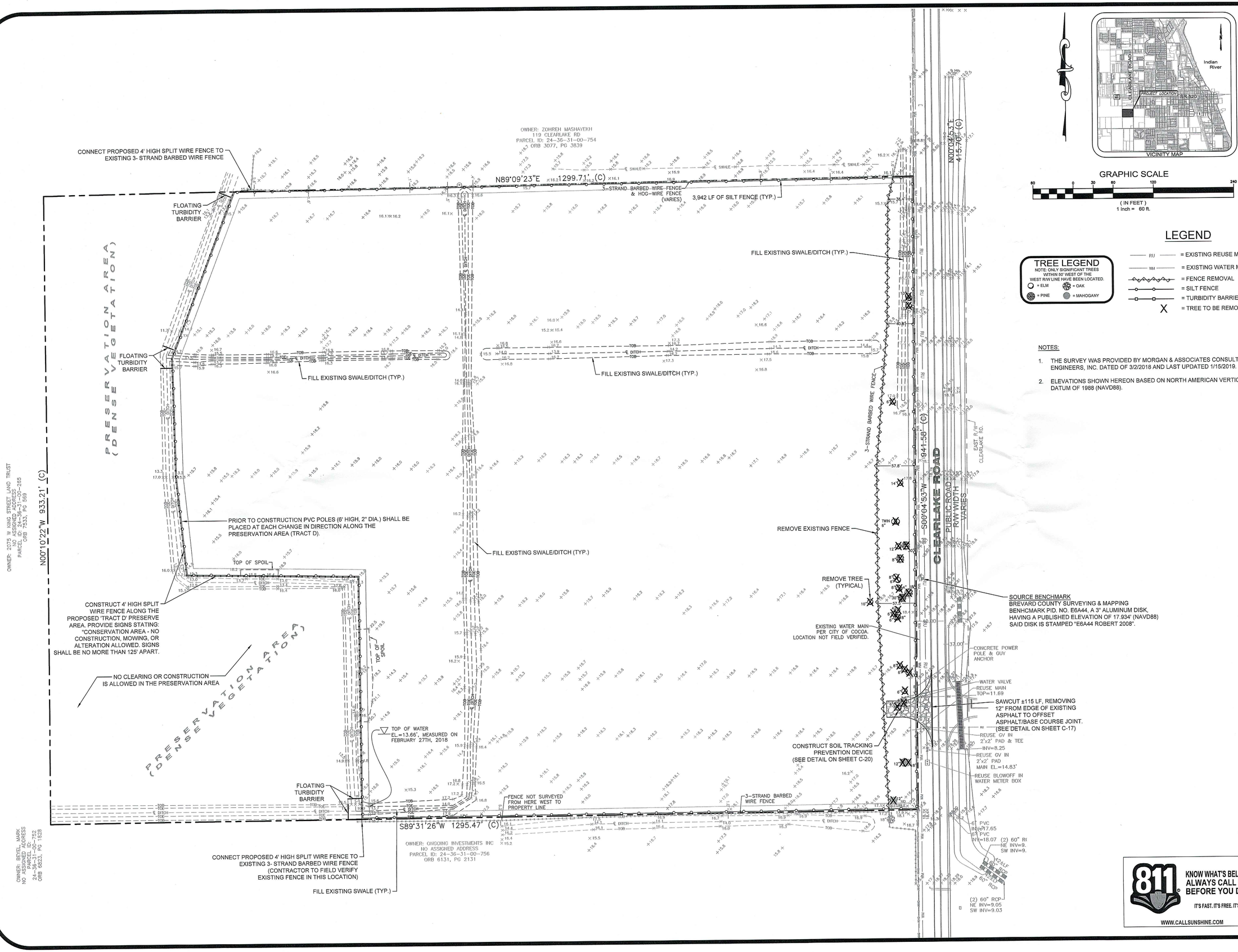
N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/5/2020 at 8:50:56 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



LEGEND

TREE LEGEND
NOTE: ONLY SIGNIFICANT TREES WITHIN 50' WEST OF THE WEST R/W LINE HAVE BEEN LOCATED.
= ELM, = OAK, = PINE, = MAHOGANY

- RU = EXISTING REUSE MAIN
- WM = EXISTING WATER MAIN
- = FENCE REMOVAL
- = SILT FENCE
- = TURBIDITY BARRIER
- X = TREE TO BE REMOVED

NOTES:

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

Revision	Date	Designed:	Drawn:	Checked:
PER CITY OF COCOA COMMENTS 02/04/19				
PER CITY OF COCOA COMMENTS 12/2/118				
PER SJRWMD COMMENTS 10/22/18	9/27/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

EXISTING CONDITIONS, DEMOLITION & EROSION CONTROL PLAN

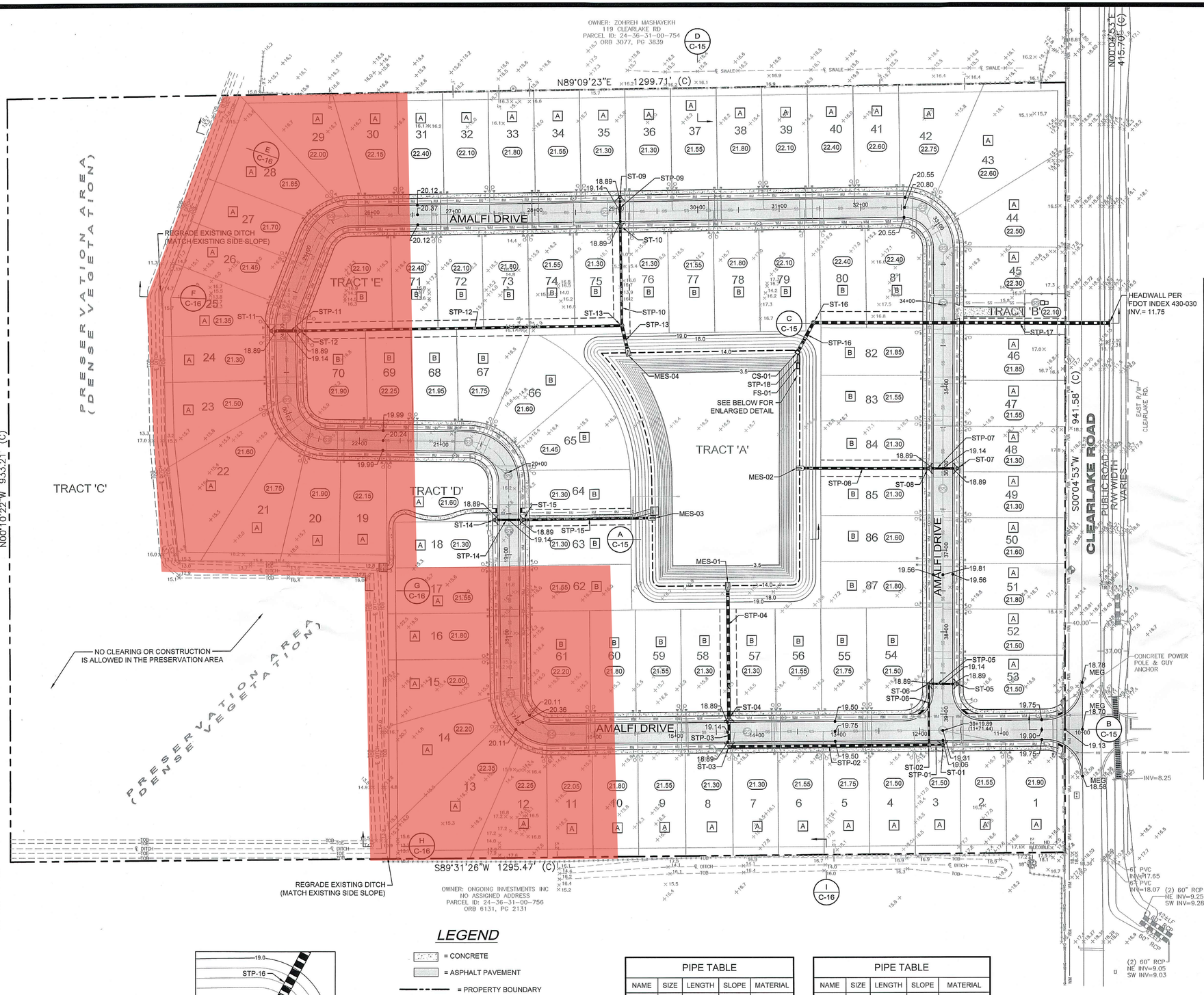
MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7985 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-4068 Fax (321) 751-0689

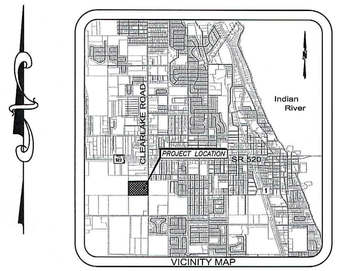
Project #: 2018-03
Drawing #: WEST
Scale: Horiz. 1"=60' Vert. N/A
Sheet #: C-3
Sheet 3 of 24

ANDREAS H. KIRBACH LICENSE NO. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER
Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431
Date:

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Revision	Date
1 PER CITY OF COCOA COMMENTS 02/04/19	
2 PER CITY OF COCOA COMMENTS 12/21/18	
3 PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

STRUCTURE TABLE

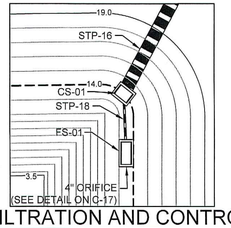
NAME	STRUCTURE	RIM	INVERTS
*CS-01	TYPE D INLET	RIM= 15.85	S. INV.= 13.40 (STP-18) NE. INV.= 12.00 (STP-16)
**FS-01	FILTRATION SYSTEM	RIM= 15.85	N. INV.= 13.65 (STP-18)
MES-01	MITERED END SECTION	N/A	S. INV.= 13.00 (STP-04)
MES-02	MITERED END SECTION	N/A	E. INV.= 13.00 (STP-08)
MES-03	MITERED END SECTION	N/A	W. INV.= 13.00 (STP-15)
MES-04	MITERED END SECTION	N/A	N. INV.= 13.00 (STP-13)
ST-01	TYPE 4 INLET	RIM= 19.57	W. INV.= 15.30 (STP-01)
ST-02	STORM MANHOLE (TYPE P BOTTOM)	RIM= 19.50	W. INV.= 15.10 (STP-02) N. INV.= 15.10 (STP-06) E. INV.= 15.10 (STP-01)
ST-03	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.80 (STP-03) E. INV.= 14.80 (STP-02)
ST-04	TYPE 4 INLET	RIM= 19.40	N. INV.= 13.75 (STP-04) S. INV.= 14.70 (STP-03)
ST-05	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.30 (STP-05)
ST-06	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.20 (STP-05) S. INV.= 15.20 (STP-06)
ST-07	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.00 (STP-07)
ST-08	TYPE 4 INLET	RIM= 19.40	E. INV.= 14.50 (STP-07) W. INV.= 14.50 (STP-08)
ST-09	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.00 (STP-09)
ST-10	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.75 (STP-09) S. INV.= 14.75 (STP-10)
ST-11	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-11)
ST-12	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-11) E. INV.= 14.90 (STP-12)
ST-13	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.30	W. INV.= 14.00 (STP-12) N. INV.= 14.00 (STP-10) S. INV.= 14.00 (STP-13)
ST-14	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-14)
ST-15	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.75 (STP-14) E. INV.= 14.75 (STP-15)
ST-16	STORM MANHOLE (TYPE J BOTTOM)	RIM= 22.25	SW. INV.= 11.90 (STP-16) E. INV.= 11.90 (STP-17)

* CONTROL STRUCTURE - SEE SHEET C-17 FOR DETAIL.

** FILTRATION STRUCTURE - SEE SHEET C-17 FOR DETAIL.

NOTES:

1. STORM STRUCTURES ARE PER FDOT INDEXES 425-010, 425-001, 425-020 AND 430-021.
2. CURB INLETS ARE TYPE 4 ALT. A, TYPE P, 4' DIA.
3. SEE SHEET C-15 FOR TYPICAL LOT GRADING DETAILS, TYPICAL RIGHT-OF-WAY SECTION, AND TYPICAL REAR LOT SECTION.



FILTRATION AND CONTROL STRUCTURE DETAIL

SCALE: 1" = 20'

LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = PROPERTY BOUNDARY
- = STORM PIPES
- RU = RECLAIMED REUSE WATER MAIN
- SS = SANITARY SEWER MAIN
- WM = WATER MAIN
- = STORM INLET
- (D) = STORM MANHOLE
- (20.00) = FINISHED FLOOR ELEVATION
- A = TYPICAL LOT LAYOUT TYPE
- MEG = MATCH EXISTING GRADE

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-01	18"	17 LF	1.18%	RCP
STP-02	19"x30"	246 LF	0.12%	ERCP
STP-03	19"x30"	35 LF	0.29%	ERCP
STP-04	36"	165 LF	0.45%	RCP
STP-05	18"	35 LF	0.29%	RCP
STP-06	18"	74 LF	0.13%	RCP
STP-07	18"	35 LF	1.43%	RCP
STP-08	24"	162 LF	0.92%	RCP
STP-09	18"	35 LF	0.71%	RCP

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-10	24"	122 LF	0.61%	RCP
STP-11	19"x30"	35 LF	0.29%	ERCP
STP-12	24"	396 LF	0.23%	RCP
STP-13	36"	38 LF	2.63%	RCP
STP-14	18"	35 LF	0.71%	RCP
STP-15	24"	163 LF	1.08%	RCP
STP-16	36"	41 LF	0.24%	RCP
STP-17	36"	364 LF	0.04%	RCP
STP-18	6"	16 LF	1.52%	PVC (SCH40)

LAKESIDE PALMS WEST
COCOA, FL

PAVING, GRADING & DRAINGE PLAN

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

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-6
Sheet 6 of 24

ANDREAS H. KIRBACH LICENSE 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Date:

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NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS 0901. The **horizontal datum** was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane Coordinate System used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by Brevard County and the Florida Division of Emergency Management. The ortho photography is dated 2009.

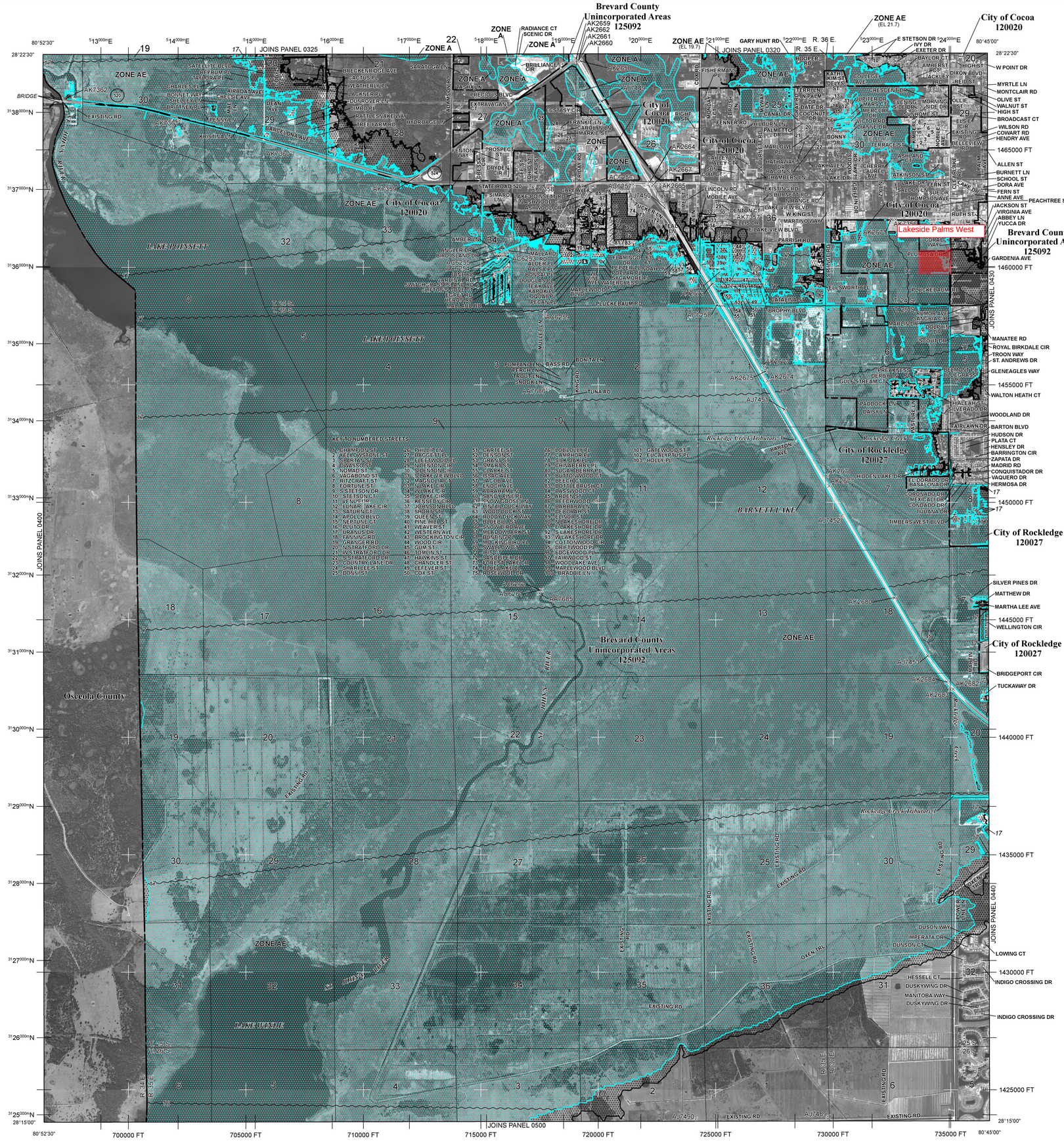
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the **FEMA Mapping Information eXchange** at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Map Service Center website at http://www.msc.fema.gov/. Available products may include previously issued Letters of Map Change, a Flood Insurance Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

The **"profile base lines"** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
513 Base Flood Elevation line and value; elevation in feet*
(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

A A Cross section line
23 23 Transect line
97°07'30", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
4275000mE 1000-meter Universal Transverse Mercator grid ticks, zone 17
6000000 FT 5000-foot grid values: Florida State Plane coordinate system, East Zone (FIPSZONE = 901), Transverse Mercator projection
DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
April 3, 1989

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 17, 2014 - to update corporate limits, to add Special Flood Hazard Areas, to change Special Flood Hazard Areas, to update roads and road names, to reflect updated topographic information, to incorporate previously issued Letters of Map Revision, and to change zone designations.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 2000'
1,000 0 1,000 2,000 3,000 4,000 FEET
600 0 600 1,200 METERS

NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0425G

FIRM

FLOOD INSURANCE RATE MAP

BREVARD COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 425 OF 825

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BREVARD COUNTY	125092	0425	G
COCOA, CITY OF	120020	0425	G
ROCKLEDGE, CITY OF	120027	0425	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 12009C0425G

MAP REVISED MARCH 17, 2014

Federal Emergency Management Agency

Application for
Individual and Conceptual Approval
Environmental Resource Permit
and Authorization to Use State-Owned
Submerged Lands

Florida Department of Environmental Protection/
Water Management Districts

Effective June 1, 2018

Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbooks Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A:
General Information for All Activities

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: **Lakeside Palms West Subdivision**

B. This is for (check all that apply):

☒ Construction or operation of **new** works, activities and/ or a stormwater management system

☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system

☐ Modification or Alteration of **existing** works activities and / or a stormwater management system. Provide the existing DEP or WMD permit #, if known: _____ Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.

☐ **Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known: _____

☐ Abandonment or removal of works, activities and/ or stormwater management system Provide existing DEP or WMD permit #, if known: _____

☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.

☐ Construction of additional phases of a permitted work, activity, or system.

Provide the existing DEP or WMD permit #, if known: _____

C. **List the type of activities proposed. Check <u>all</u> that apply**, **and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbooks I and II for the type of information that may be needed.

☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a Noticed General Permit: **Provide the information requested in Section B. Do not complete Section C.**

☒ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/ enhancement.* **Provide the information requested in Section C.**

☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**

☐ Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21): **In addition to Section B or C, also provide the information requested in Section F**

☒ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**

☐ Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342): **Provide the information requested in Section G.**

☐ Mines (as defined by in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**

☐ Other, describe: _____ Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: **This project consists of construction of a new subdivision consisting of 89 single-family residential lots, with a 50ft wide right-of-way for roadway, sidewalk, sanitary sewer, water services and corresponding stormwater management system.**

E. Project/Activity Street/Road Address or other location (if applicable): **West side of Clearlake Road, about 0.25 mi North of Pluckebaum Road, Cocoa, FL**
City: **Cocoa** County(ies)**Brevard** Zip:

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):
Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.
Land Grant name, if applicable:

Section(s): 31 Township: 24S Range: 36E

G. Latitude (DMS) **28.350497** Longitude (DMS) **-80.755608** (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource): **Google Earth Pro**

H. Tax Parcel Identification Number(s): **24 3631-00-750**

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable): **Located on Clearlake Road, 0.25 mi south of State Road 520, Cocoa, FL**

J. Project area or phase area: **27.92** acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

Receiving Waterbody	Class Type	Outstanding Florida Water	Aquatic Preserve
Lake Poinsett	III Fresh	no	no

The following questions (L-N) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

L. Is it part of a larger plan of development or sale? ☐ yes ☒ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable): **9.42** acres or 410031 square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool: acre-feet. Depth ft.
Maximum Pool: acre-feet. Depth ft.

Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☐ Yes ☒ No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/ APPLICATION NO.	PROJECT NAME

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES
SJR	30-AUG-18	via email	Andy Kirbach and Fariborz Zanganeh
SJR	10-SEP-18	via email	Nanette Church, Jon Shepherd and David Purkerson

C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H**. However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume 1 to determine the appropriate fee.

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest) ☐ **This is a Contact Person for Additional Information**		
Name: Last: **Long**	First: **Donald**	Middle: **J**
Title:	Company: **Victory Judgement LLC**	
Address: **317 Riveredge Blvd, Suite 100**		
City: **Cocoa**	State: **FL**	Zip: **32922**
Home Telephone:	Work Telephone: **321-433-4043**	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☒		
B. Land Owner(S) (If Different or in Addition to Applicant) ☐ **Check here if land owner is also a co-applicant**		
Name: Last: **Long**	First: **Donald**	Middle: **J**
Title:	Company: **Victory Judgement LLC**	

Address: **317 Riveredge Blvd, Suite 100**		
City: **Cocoa**	State: **FL**	Zip: **32922**
Home Telephone:	Work Telephone: **321-433-4043**	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☒		

C. Operation and Maintenance Entity	**(see Applicant's Handbook I, Section 12.3)**		
Entity Name:	Contact: Last:	First:	Middle:
Title:	Company:		
Address:			
City:	State:	Zip:	
Home Telephone:	Work Telephone:		
Cell Phone:			
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐			

D. Co-Applicant (If Different or In Addition to Applicant and Owner)		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

E. Registered Professional Consultant ☐ **This is a contact person for additional information**		
Name: Last: **Kirbach**	First: **Andy**	Middle:
Title:	Company: **Morgan & Associates Consulting Engineers Inc.**	
Address: **504 N Harbor City Blvd**		
City: **Melbourne**	State: **FL**	Zip: **32935-6838**
Home Telephone:	Work Telephone: **3217516088**	
Cell Phone:		
E-mail Address: **akirbach@morgan-engsurv.com**		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

F. Environmental Consultant ☐ This is a contact person for additional information		
Name: Last: **Shepherd**	First: **Jon**	Middle: **H.**
Title:	Company: **Atlantic Environmental Solutions**	
Address: **657 Montreal Avenue**		
City: **Melbourne**	State: **FL**	Zip: **32935**
Home Telephone:	Work Telephone: **321-676-1505**	
Cell Phone: **321-302-2662**		
E-mail Address: **jon@atlantices.com**		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

G. Agent **Authorized to Secure Permit (If Different from Consultant)** ☐ **This is a contact person for additional information**		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I**. Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.

b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

Additional Addresses

Applicant	,

Land Owner	,

Operation and Maintenance Entity	,

Registered Professional Consultant	,

Environmental Consultant	,

Agent	,

Compliance Entity	,

Consultant	,

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

Instructions: For multiple applicants, please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3 (d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Donald Long	Donald J. Long	4/4/18
Typed/Printed Name of Applicant or Applicant's Authorized Agent	Signature of Applicant or Applicant's Authorized Agent	Date

(Corporate Title if applicable)

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:

I certify that:

☒ ***I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I,*** over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

OR

☐ I represent an entity having ***the power of eminent domain and condemnation authority***, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Donald Long	Donald J. Long	4/4/18
Typed/Printed Name	Signature	Date

(Corporate Title if applicable)

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):

I hereby designate and authorize Andy Kirbach to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Donald Long	Donald J. Long	4/4/18
Typed/Printed Name of Applicant	Signature of Applicant	Date

(Corporate Title if applicable)

Stormwater Analysis Report

Lakeside Palms West Subdivision

Cocoa, Brevard County, FL

Prepared By:

MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
Certificate of Authorization No. 7903
504 N. Harbor City Blvd.
Melbourne, FL 32935
321-751-6088
FAX 321-751-6089
www.morgan-engsurv.com

Andreas H. Kirbach, PE
FL PE 49431

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USGS TOPO Map
Fema Map
Soil Survey Map
Pre-Development Basin Map
Post Development Basin Map
StormCad Figure

Appendix A –Calculations

Summary of Results
Basin Calculations (Pre and Post Development Parameters)
Wet Detention System Calculations
Pollutant Treatment Calculations (BMPTrains)
Storm Routing Calculations (ICPR)
Storm Conveyance Calculations (Storm CAD)

Appendix B –Reference

Geotechnical Report by Universal Engineering Sciences, Inc.

Overview

General Statement

This project consists of construction of a new subdivision including of 89 single-family residential lots, with a 50ft wide right-of-way for roadway, sidewalk, sanitary sewer, water services and corresponding stormwater management system.

Project Location

The proposed project is located on the west side of Clearlake Road approximately ¼ mile south of State Road 520 within the limits of the City of Cocoa (Section 31, Township 24 South, and Range 36 East). Refer to the Aerial Location, USGS and FEMA Flood Maps in the Figures section.

Existing Conditions

The site consists of 27.92 acres historically used for agricultural purposes. The land coverage is currently vacant with abandoned citrus groves. Existing ditches and swales used for irrigation; traverse the site draining towards the west and south eventually draining to the Pluckebaum roadside ditch. A wetland area consisting of 6.68 acres is located along the west side of the property. The wetland area is covered with dense vegetation.

The site and its surrounding areas primarily graded to the west/southwest. The site and its surrounding areas eventually drain to the roadside ditch along Pluckebaum Rd which ultimately discharges to Lake Poinsett.

Soils and Groundwater Level

The soil survey for the area indicates the presence of Anclote Sand, Basinger Sand, and Valkaria Sand. These are poorly drained sandy soils of Hydrologic Soil Group B and D. Refer to the Soil Survey Map in the Figures section.

The measured the normal groundwater levels vary from 2.3 ft. to 7.7 ft. below level surface and estimated the average seasonal high ground water levels to be two feet above measured levels of the normal groundwater table. The geotechnical soil exploration and report for this property was prepared by Universal Engineering Services, refer to Appendix B.

Design Conditions

The stormwater management system consists of a wet detention pond to treat and attenuate the site's runoff entering the pond via curb and gutter and pipe network. The runoff is controlled with an outfall structure connecting to the roadside ditch along the east side of Clearlake Road. It is noted the runoff from the neighboring areas also enter the Clearlake Road swale, then into the regional master stormwater system, also known as Rock Pond, which further discharges to the Pluckebaum Road ditch.

Basins Descriptions

The site is divided into two drainage basins for both the Pre-Development and Post Development conditions. The Subdivision Basin includes the 21.24 acres separated by the existing north/south swale east of the wetland area. The Wetland Conservation Basin consists of the remaining 6.68 acres. The wetland will remain undisturbed as conservation area for the development. Refer to the Basin Maps in the Figures section of the report.

Storm Routing and Conveyance

The wet detention system is designed to meet and exceed the St. Johns River Water Management District and Brevard County design/performance criteria for water quality and storm attenuation. The storm attenuation for the mean annual, 10-year 24 hour and 25-year 24-hour storm events are modeled using ICPR. The right of way conveyance system was modeled using Storm CAD for the 10-year 24-hour stage. In addition, the pollutant load and treatment efficiency calculations were performed using the BMPTRAINS Model. Refer to the calculations in Appendix A.

FIGURES



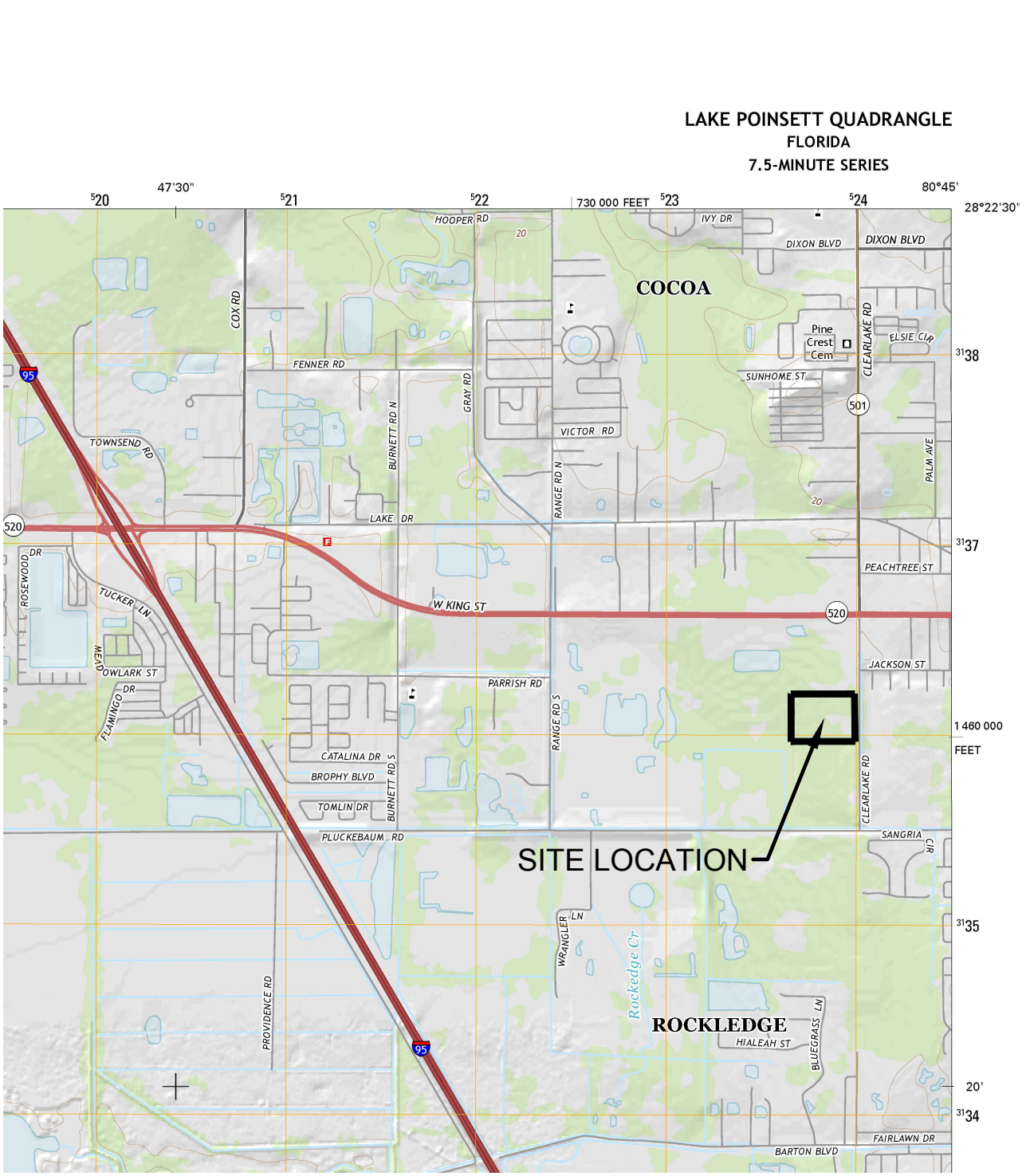
1"=500'

SOURCE: GOOGLE EARTH PRO

AERIAL MAP FOR
LAKESIDE PALMS WEST SUBDIVISION
CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 08/06/2018

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



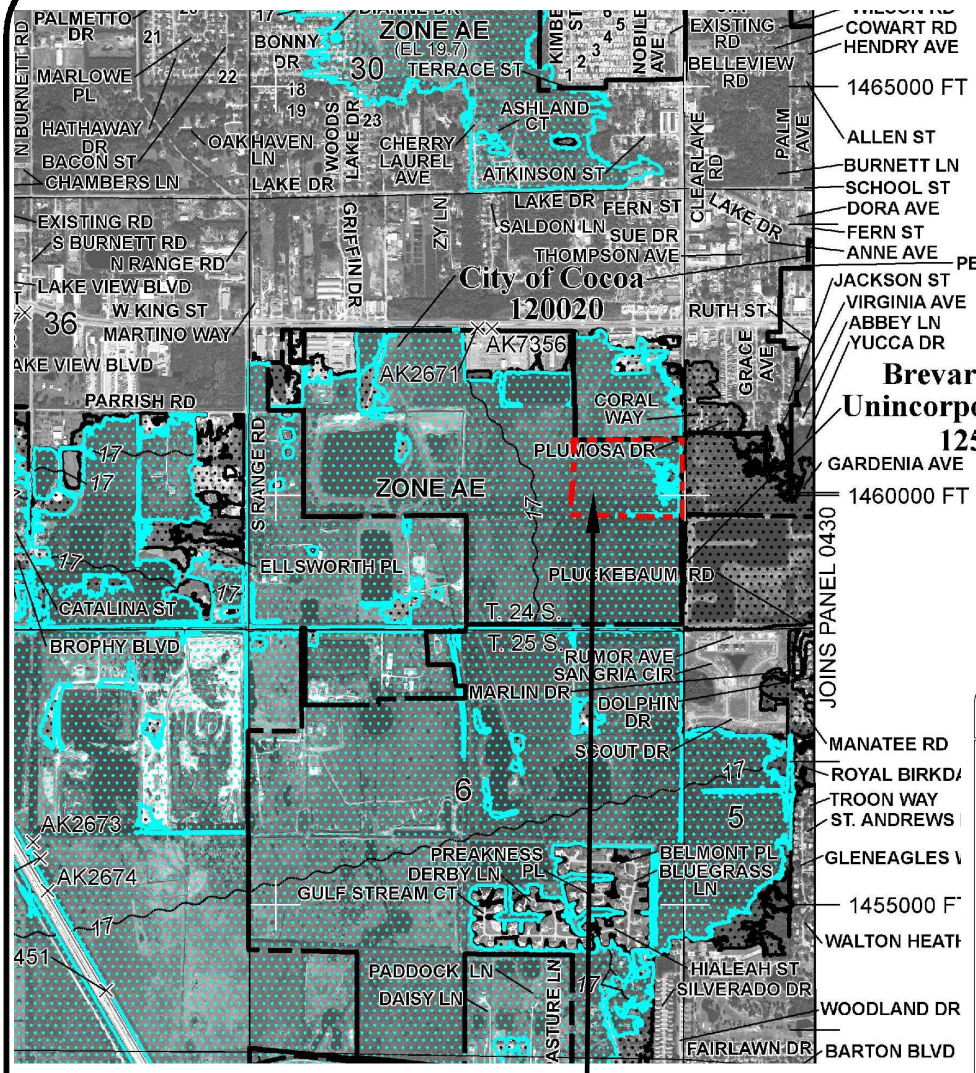
SECTION 31 TOWNSHIP 24S, RANGE 36E
SOURCE: USGS.GOV

USGS TOPO MAP FOR LAKESIDE PALMS WEST SUBDIVISION CLEARLAKE RD

COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 08/06/2018

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SITE LOCATION

FLOOD ZONE AE
WITH 1.0% ANNUAL CHANCE

BASE FLOOD ELEVATION = 17.0

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0425G

FIRM

FLOOD INSURANCE RATE MAP

BREVARD COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 425 OF 825

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BREVARD COUNTY	125092	0425	G
COCOA, CITY OF	120020	0425	G
ROCKLEDGE, CITY OF	120027	0425	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12009C0425G

MAP REVISED
MARCH 17, 2014

Federal Emergency Management Agency

SOURCE: FEMA MAP SERVICE CENTER

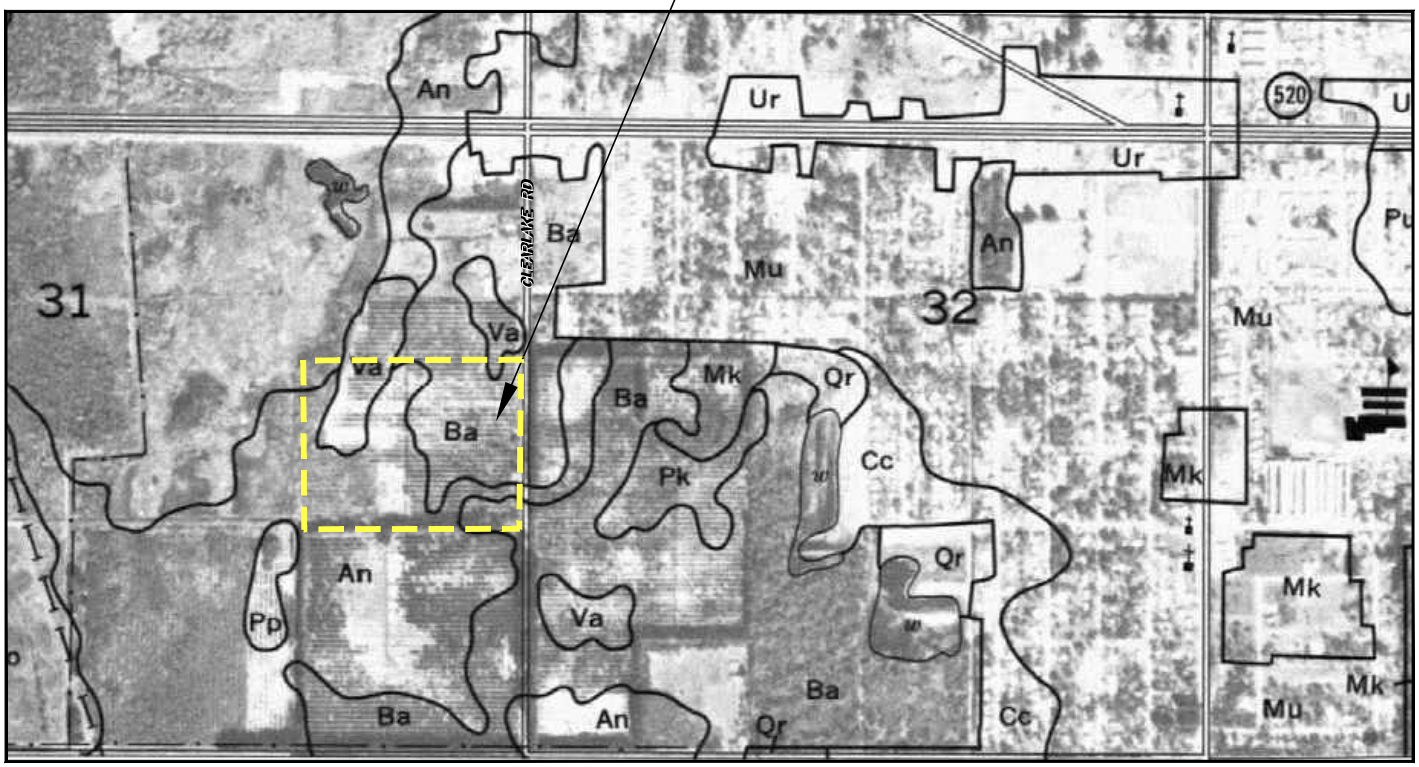
FEMA FIRM MAP FOR
LAKESIDE PALMS WEST SUBDIVISION
CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 08/06/2018

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NTS

SITE LOCATION



MAP LEGEND

LABEL	SOIL TYPE
Ba	BASINGER SAND
Va	VALKARIA SAND
An	ANCLOTE SAND

SOURCE: BREVARD COUNTY SOILS MAP

SOIL SURVEY MAP FOR
LAKESIDE PALMS WEST SUBDIVISION
CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 08/06/2018

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E.B. # 7903/ L.B. # 7040

OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839

N89°09'23"E 1299.71' (C)

N00°04'53"E 415.70' (C)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569

N00°10'22"W 933.21' (C)

A

B

SHEET FLOW
LENGTH = 300'

SUBDIVISION BASIN
AREA = 21.24 ACRES

WETLAND CONSERVATION
AREA = 6.68 ACRES

SHALLOW CONCENTRATED
FLOW LENGTH = 690'

TOP OF WATER
EL.=13.66', MEASURED ON
FEBRUARY 27TH, 2018

C

BNDRY-PRE

S89°31'26"W 1295.47' (C)

S00°04'53"W 941.58' (C)

CLEARLAKE ROAD
PUBLIC ROAD R/W WIDTH VARIES

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 8823, PG 1828

OWNER: ONGOING INVESTMENTS INC
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756
ORB 6131, PG 2131

DRAINS TO
PLUCKEBAUM ROAD
DITCH

DRAINS TO
ROCKPOND THEN
TO PLUCKEBAUM
ROAD DITCH

1"=125'

LEGEND

~ = DRAINAGE FLOW

XX = NODE NAME

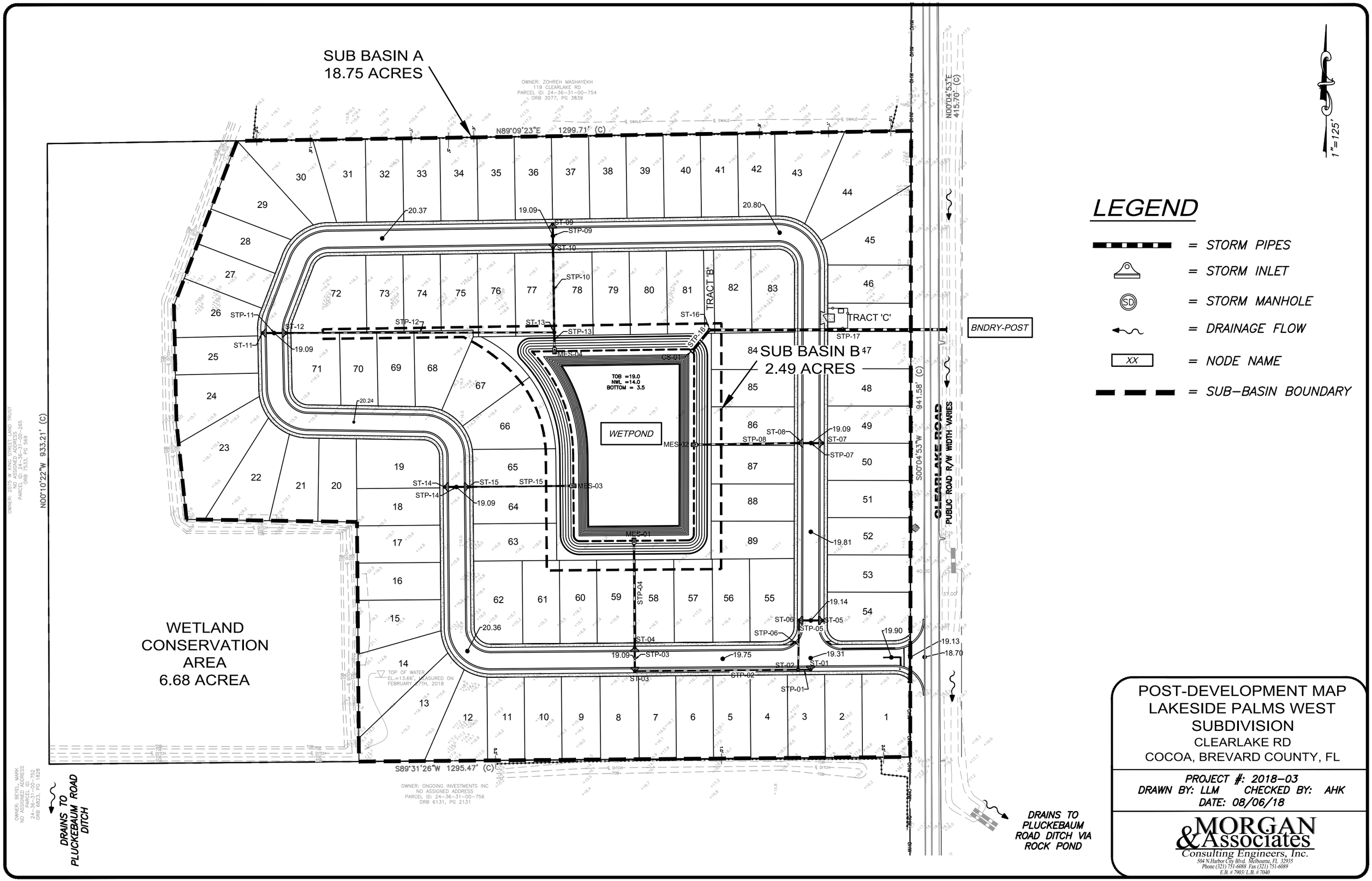
—(X) = TIME OF CONCENTRATION SEGMENT

PRE-DEVELOPMENT MAP
LAKESIDE PALMS WEST SUBDIVISION

CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03
DRAWN BY: LLM CHECKED BY: AHK
DATE: 08/06/18

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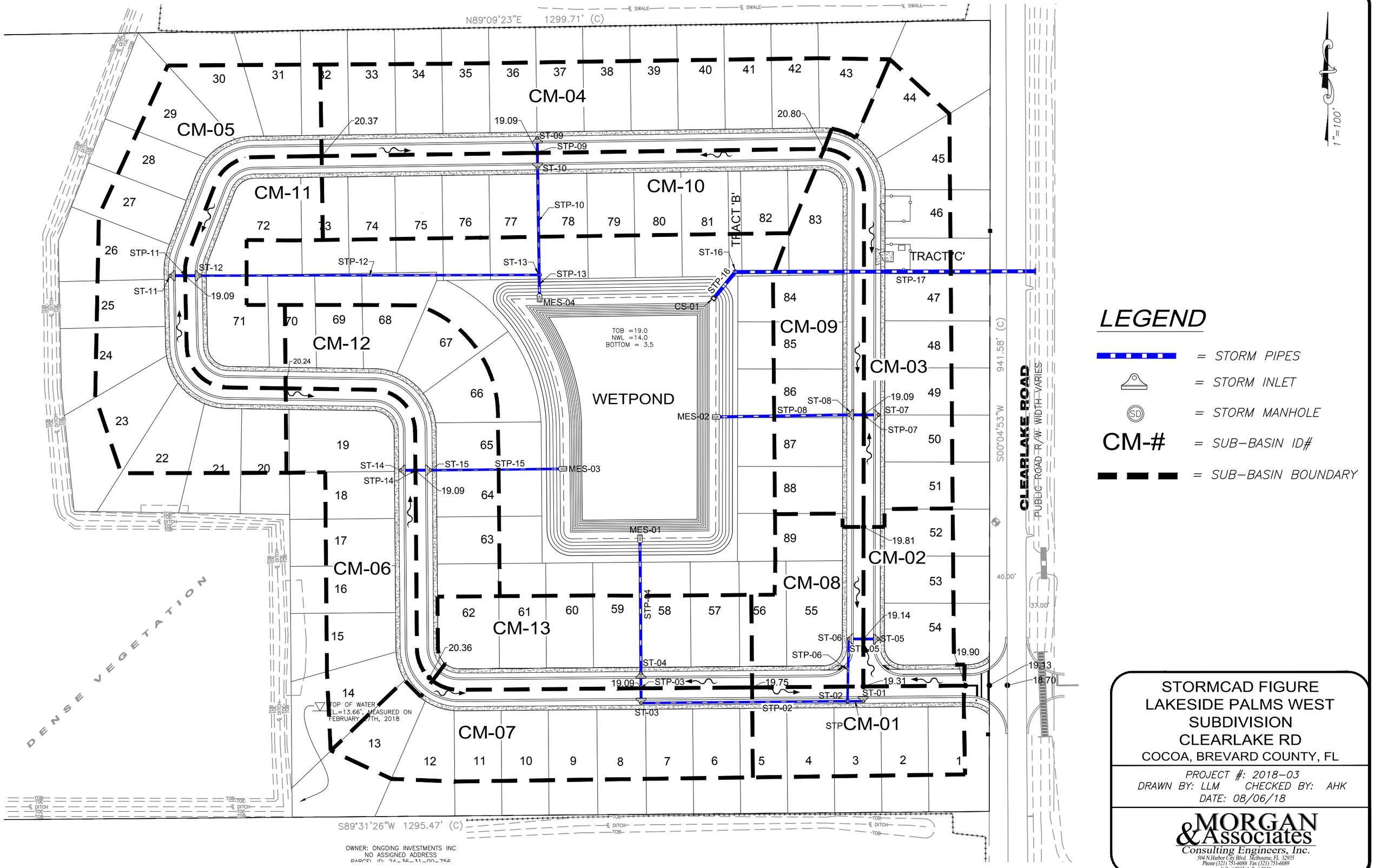


POST-DEVELOPMENT MAP
LAKESIDE PALMS WEST SUBDIVISION

CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03
DRAWN BY: LLM CHECKED BY: AHK
DATE: 08/06/18

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Phone (321) 751-6088 Fax (321) 751-6089
E.B. # 7003/ L.B. # 7040



LEGEND

= STORM PIPES

= STORM INLET

= STORM MANHOLE

CM-# = SUB-BASIN ID#

= SUB-BASIN BOUNDARY

STORMCAD FIGURE
LAKESIDE PALMS WEST SUBDIVISION
CLEARLAKE RD
COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03
DRAWN BY: LLM CHECKED BY: AHK
DATE: 08/06/18

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E.B. # 7903/ L.B. # 7040

9/22/2018 11:20:57 AM

APPENDIX A

CALCULATIONS

SUMMARY OF RESULTS

Stormwater System Type:

Wet Detention Pond

Control Structure: Modified Type D with 36" RCP

Weir Elevation: 15.85 ft

Quality Treatment Storage:

Treatment Volume Required = 1.96 cu ft

Treatment Volume Provided = 2.50 cu ft

Storm Routing:

Refer to the ICPR Storm Routing Results and Basin Reports

Storm Event	*Pre (cfs)*	*Post (cfs)*	*Meets Pre/Post*	*Wet Pond Stage (ft)*
Mean (5.0")	24.56	23.24	*Yes*	16.48
10 yr 24 hr (7.5")	44.40	38.13	*Yes*	17.54
25 yr 24 hr (9.5")	60.63	43.91	*Yes*	18.46

Pollutant Loading Treatment Efficency Calculation:

Wet Detention System (BMPTRAINS Model)

Pollutant	*Required*	*Provided*
Nitrogen	37%	42%
Phosphorus	31%	74%

PRE DEVELOPMENT BASIN PARAMETERS

Two basins are identified for the Pre Development conditions.

Total

Description	Acres	Sq. Ft.	Percent
Total	27.92	1,216,274	100%
Total Impervious	0.00	0	0%
Total Open Area	27.92	1,216,274	100%

Wetland Conservation Area

Sub-basin is vacant land (wetlands/dense vegetation). This area will remain undisturbed as Conservation Area.

Description	Acres	Sq. Ft.	Percent
Total	6.68	290,954	100%
Total Impervious	0.00	0	0%
Total Open Area	6.68	290,954	100%

Subdivision Basin

Sub-basin is vacant land (agricultural/abandoned crops). Draining into the existing agricultural ditches/swales.

Description	Acres	Sq. Ft.	Percent
Total	21.24	925,320	100%
Total Impervious	0.00	0	0%
Total Open Area	21.24	925,320	100%

Curve Number Calculation (Per TR-55)

Soils are identified as Basinger Sand, Anclote Sand and Valkaria Sand. Soils are a combination of Hydrologic Soil Group (HSG) B/D. HSG D is used.

Land Use/Vegetation	HSG	CN	Area (acres)	CN * Area
Impervious	D	98	0.00	0
Woods Orchard Tree Farm	D	79	21.24	1,678
		Total Area =	21.24	1,678
			CN =	**79**

PRE DEVELOPMENT BASIN PARAMETERS

Time of Concentration (Per TR-55)

The existing grades demonstrate the site slopes with sheet flow and shallow concentrated flow. Mainly draining east-west into the existing drainage ditch, then south and west. Refer to the Pre Development Basin Map.

Segment	AB
Type	Sheet Flow
Description	Range
Manning's n	0.13
Flow length, ft.	300
2 yr/24 hour rainfall, in.	5
Start elevation, ft.	17.30
End elevation, ft.	14.80
Slope, ft/ft	0.008
Average Velocity, ft/s	n/a
T_t, hour	0.40
T_t, minutes	24

Segment	BC
Type	Shallow Concentrated Flow
Description	Unpaved
Flow length, ft.	690
Start elevation, ft.	14.80
End elevation, ft.	13.66
Slope, ft/ft	0.002
Average Velocity, per equation in Appendix F (ft/sec)	0.6558
T_t, hour	0.29
T_t, minutes	18

TC, minutes	**41**

POST DEVELOPMENT BASIN PARAMETERS

Total

Description	Acres	Sq. Ft.	Percent
Total	27.92	1,216,274	100%
Total Impervious	9.42	410,031	34%
Total Open Area	18.50	806,243	66%

Wetland Conservation Area

Areas on west side (existing dense vegetation). This area will remain undisturbed.

Description	Acres	Sq. Ft.	Percent
Total	6.68	290,954	100%
Total Impervious	0.00	0	0%
Total Open Area	6.68	290,954	100%

Subdivision Basin

Two (2) Sub Basins are identified within the Subdivision Basin for the Post Development conditions.

These sub basins include development of single family residential subdivision with new roadway, sidewalks, utilities and stormwater systems.

Total Subdivision Basin

Description	Acres	Sq. Ft.	Percent
Total	21.24	925,320	100%
Impervious Areas			
Single Family Residential Lots (40% impervious area)	6.11	265,989	
(Right-of-way) Pavement and Sidewalk	3.31	144,042	
Total Impervious	9.42	410,031	44%
Open Areas	11.82	515,289	56%

Sub Basin A

Residential Lots and Public Right of Way

Description	Acres	Sq. Ft.	Percent
Total	18.75	816,718	100%
Impervious Areas			
Single Family Residential Lots (40% impervious area)	6.11	265,989	
(Right-of-way) Pavement and Sidewalk	3.31	144,043	
Total Impervious	9.42	410,032	50%
Open Areas			
Total Open	9.33	406,686	50%

POST DEVELOPMENT BASIN PARAMETERS

Sub Basin B

Wet Pond and adjacent areas

Description	Acres	Sq. Ft.	Percent
Total	2.49	108,602	100%
Impervious Areas			
Single Family Residential Lots (40% impervious)	0.00	0.00	0%
(Right-of-way) Pavement and Sidewalk	0.00	0	0%
Total Impervious	0.00	0	0%
Open Areas			
Total Open (including wet pond)	2.49	108,602	100%

POST DEVELOPMENT BASIN PARAMETERS

Curve Number Calculations and Time of Concentration Calculations *Per TR-55*

- Soils within the project areas are identified as Basinger Sand, Valkaria Sand and Anclote Sand. Soils are a combination of Hydrologic Soil Group (HSG) B/D. HSG D is used.
- The post development time of concentration consists of sheet flow over pavement and pipe flow via curb and

Total Subdivision Basin

Curve Number

Land Use/Vegetation	Percent	HSG	CN	Area (acres)	CN * Area
Impervious	44%	D	98	9.42	923.2
Open/Good	56%	D	80	11.82	945.6
			Total Area =	21.24	1,868.8
				CN =	**88**

Sub Basin A

Residential Lots and Public Right of Way

Curve Number

Land Use/Vegetation	Percent	HSG	CN	Area (acres)	CN * Area
Impervious	50%	D	98	9.42	923.2
Open/Good	50%	D	80	9.33	746.4
			Total Area =	18.75	1,669.6
				CN =	**89**

Time of Concentration **T_t, minutes = 10.0**

Sub Basin B

Wet Pond and adjacent areas

Curve Number

Land Use/Vegetation	Percent	HSG	CN	Area (acres)	CN * Area
Impervious	0%	D	98	0.00	0.0
Wet Pond NWL	51%	D	100	1.26	126.0
Open/Good	49%	D	80	1.23	98.4
			Total Area =	2.49	224.4
				CN =	**90**

Time of Concentration **T_t, minutes = 10.0**

WET DETENTION SYSTEM CALCULATIONS

Subdivision Basin Areas

Description	Acres	Sq. Ft.	Percent
Total	21.24	925,320	100%
Impervious Area	9.42	410,031	44%
Total Pervious Area (Open Grass)	11.82	515,289	56%

Quality Treatment Volume (QTV) Calculation

St. Johns River Water Management District (SJRWMD) Requirement

Criteria A	1.0" x Total Area =	1.77 ac-ft
Criteria B	2.5" x Impervious Area =	1.96 ac-ft

Criteria B Controls

Total SJRWMD Required WQT volume = 1.96 ac-ft

85,378 cu ft

Normal Water Level / Groundwater Table Elevation Calculation

The groundwater measured and seasonal high groundwater level estimated by Universal Engineering Sciences

The estimated wet season high water (SHW) level are 2 ft above the measured normal water level

Boring ID	*Boring Depth*	*Surface Elevation ft*	*Measured Normal Water Level Depth ft*	*Calculated Depth to SHW ft*	*SHW Elevation ft*
B1	20.00	16.70	3.00	1.00	15.70
B2	15.00	16.20	5.20	3.20	13.00
B3	15.00	16.30	7.70	5.70	10.60
B4	20.00	17.50	6.20	4.20	13.30
B5	15.00	16.20	3.80	1.80	14.40
B6	15.00	16.00	2.30	0.30	15.70
				Calculated Average =	13.78

Set normal water level for the wet detention system = 14.0 ft NAVD

WET DETENTION SYSTEM CALCULATIONS

Stage Area Calculation above NWL

Stage Elevation	*Area*	*Area*	*Volume*	*Cum. Storage*	
ft	*sq. ft.*	*acres*	*ac. ft.*	*ac. ft.*	*cu. ft.*
14.00	55,049	1.26	--	0.00	0
15.00	59,112	1.36	1.31	1.31	57,080
16.00	63,277	1.45	1.40	2.72	118,275
17.00	67,542	1.55	1.50	4.22	183,684
18.00	71,908	1.65	1.60	5.82	253,410
19.00	76,375	1.75	1.70	7.52	327,551

Set weir at elevation = 15.85 ft

Total WQT volume provided at weir elevation = 2.50 ac-ft

108,900 cu ft

The Total WQT Volume Provided => Total WQT Volume Required

Permanent Pool Volume (PPV) Calculation

PPV = DA x C x R x RT / WS x CF

where

DA = 21.24 acres

C = Rational Coeff. (composite)

	Area acres	C	Area x C
Impervious Area	9.42	0.950	8.95
Pond area at NWL	1.26	0.980	1.24
Pervious area	10.56	0.065	0.69
		Sum =	10.87

C = 0.51

R = 31 Wet Season Rainfall (inches)

RT= 14 Residence time

21 *<-- Residence time with an addition 50% in lieu of littoral zone*

WS = 153 Length of wet season (days)

CF 12 conversion factor (in/ft)

Required PPV = 3.86 ac-ft

168,142 cu ft

WET DETENTION SYSTEM CALCULATIONS

Stage Area Calculations below NWL

Stage Elevation	*Area*	*Area*	*Volume*	*Cum. Storage*	
ft	*sq. ft.*	*acres*	*ac. ft.*	*ac. ft.*	*cu. ft.*
3.5	33,899	0.78	--	0.00	0
4.0	34,596	0.79	0.39	0.39	17,124
5.0	35,117	0.81	0.80	1.19	51,980
6.0	36,748	0.84	0.82	2.02	87,913
7.0	38,416	0.88	0.86	2.88	125,495
8.0	40,120	0.92	0.90	3.78	164,763
9.0	41,861	0.96	0.94	4.72	205,754
10.0	43,639	1.00	0.98	5.70	248,505
11.0	45,455	1.04	1.02	6.73	293,052
12.0	47,307	1.09	1.06	7.79	339,433
13.0	51,111	1.17	1.13	8.92	388,642
14.0	55,049	1.26	1.22	10.14	441,722

PPV Provided = **10.14 ac-ft** ***PPV Provided is greater than the PPV Required***
441,722 cu ft

Total depth of pond below NWL= 10.5 ft

Mean Pool Depth Calculations

Mean Depth Required = $\frac{\text{PPV Provided}}{\text{Area of Pond at NWL}}$

where;

PPV Provided = 10.14 ac. ft.
Area of Pond at NWL = 1.26 acres
Mean Depth Required = 2 to 8 ft
Mean Depth Provided = 8.0 ft *Mean Depth Provided is Adequate*

Orifice Calculations

WQT provided = 108,900 cu ft 2.50 ac-ft
WQT elev. (invert of weir) = 15.85 ft
1/2 WQT provided = 54,450 cu ft 1.25 ac-ft
Elevation of 1/2 WQT = 14.93 ft
Diameter of orifice = ***4.00 inches***
Radius of orifice = 2.00 inches
0.17 ft
Area of orifice = 0.09 sq ft
Orifice invert elevation, NWL elev. = 14.00 ft
Number of orifices = 1

WET DETENTION SYSTEM CALCULATIONS

Average head of the orifice, $H = \frac{h1 + h2}{2}$

h_1 = weir inv. - (orifice inv. - radius of orifice) = 2.02 ft

h_2 = elev of 1/2 WQT volume - (orifice inv. - radius of orifice) = 1.09 ft

H = 1.55 ft

Flow thru orifice , Q = C x A x (2 x g x H) ^ 0.5

Q = 0.524 cfs

C, orifice coeff = 0.6

g = 32.2 ft/sec^2

Time to discharge 1/2 WQT volume

$t = \frac{1/2 \text{ WQT volume}}{Q \times CF}$

CF = 3600 sec/hr

t = 28.9 hours

Requirement per SJRWMD is to discharge 1/2 the WQT volume between 24 hrs to 30 hrs

GENERAL SITE INFORMATION: V 8.6 | GO TO INTRODUCTION PAGE | 9/21/2018

Blue Numbers = Input data
Red Numbers = Calculated or Carryover

Select the appropriate Meteorological Zone, input the appropriate Mean Annual Rainfall amount and select the type of analysis

NAME OF PROJECT: Lakeside Palms West

HELP Rainfall

VIEW ZONE MAP

Meteorological Zone (Please use zone map): CLICK ON CELL BELOW TO SELECT — Zone 2

Mean Annual Rainfall (Please use rainfall map): 52.00 Inches

VIEW MEAN ANNUAL RAINFALL MAP

Type of analysis: CLICK ON CELL BELOW TO SELECT — Net improvement

Treatment efficiency (N, P) (ex 80 70 (no decimal points) **use only for specified removal efficiency**): % %

GO TO WATERSHED CHARACTERISTICS

Select the STORMWATER TREATMENT ANALYSIS Button below to begin analyzing the effectiveness of Best Management Practices.

STORMWATER TREATMENT ANALYSIS

Systems available for analysis:
Retention Basin with option for calculating effluent concentration
Wet Detention
Exfiltration Trench
Pervious Pavement
Stormwater Harvesting
Biofiltration
Greenroof
Rainwater Harvesting
Managed Aquatic Plants Detention
Vegetated Natural Buffer
Vegetated Filter Strip
Swale
Rain Garden
Tree Well
Lined reuse pond
User Defined BMP

RESET INPUT FOR STORMWATER TREATMENT ANALYSIS

Model documentation and example problems.

There is a user's manual for the BMPTRAINS model. It can be downloaded from www.stormwater.ucf.edu. The results from the example problems shown in the manual however may not reflect current model results due to ongoing updates of the model.

METHODOLOGY FOR CALCULATING REQUIRED TREATMENT EFFICIENCY

METHODOLOGY FOR RETENTION SYSTEMS

METHODOLOGY FOR WET DETENTION SYSTEMS

METHODOLOGY FOR GREENROOF SYSTEMS

METHODOLOGY FOR WATER HARVESTING SYSTEMS

WATERSHED CHARACTERISTICS V 8.6

GO TO STORMWATER TREATMENT ANALYSIS

Blue Numbers = Input data | Red Numbers = Calculated

LAND USES/EMC

SELECT CATCHMENT CONFIGURATION 9/21/2018

CLICK ON CELL BELOW TO SELECT CONFIGURATION

A - Single Catchment

VIEW CATCHMENT CONFIGURATION

GO TO GENERAL SITE INFORMATION PAGE

For comingling, the off-site catchment must be upstream. The delay is only for retention BMPs and must be used in hours as measured by the time of concentration at a one inch/hour rain

COMINGLING | MULTI-LAND USE

VIEW AVERAGE ANNUAL RUNOFF "C" Factor

VIEW EMC & FLUCCS

GO TO GIS LANDUSE DATA

Delay [hrs] 0.00

max delay = 15 hrs.

CATCHMENT NO.1 NAME: Wet Pond

Pre-development land use:	CLICK ON CELL BELOW TO SELECT
with default EMCs	Agricultural - General: TN=2.800 TP=0.487
Post-development land use:	CLICK ON CELL BELOW TO SELECT
with default EMCs	Single-Family: TN=2.070 TP=0.327
Total pre-development catchment area:	21.240 AC
Total post-development catchment or for BMP analysis:	21.240 AC
Pre-development Non DCIA CN:	86.00
Pre-development DCIA percentage:	0.00 %
Post-development Non DCIA CN:	80.00
Post-development DCIA percentage:	44.00 %
Estimated BMP Area (No loading from this area)	1.950 AC

OVERWRITE DEFAULT CONCENTRATIONS USING:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Average annual pre runoff volume:	16.236 ac-ft/year
Average annual post runoff volume (note no BMP area):	34.941 ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	56.065 kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	9.751 kg/year
Post-development Annual Mass Loading - **Nitrogen:**	89.198 kg/year
Post-development Annual Mass Loading - **Phosphorus:**	14.091 kg/year

CATCHMENT NO.2 NAME:

Pre-development land use:	CLICK ON CELL BELOW TO SELECT
with default EMCs	CLICK ON CELL BELOW TO SELECT
Post-development land use:	
with default EMCs	
Total pre-development catchment area:	AC
Total post-development catchment or BMP analysis area:	AC
Pre-development Non DCIA CN:	
Pre-development DCIA percentage:	%
Post-development Non DCIA CN:	
Post-development DCIA percentage:	%
Estimated BMP Area (No loading from this area)	AC

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Average annual pre runoff volume:	ac-ft/year
Average annual post runoff volume (note no BMP area):	ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	kg/year
Post-development Annual Mass Loading - **Nitrogen:**	kg/year
Post-development Annual Mass Loading - **Phosphorus:**	kg/year

CATCHMENT NO.3 NAME:

Pre-development land use:	CLICK ON CELL BELOW TO SELECT
with default EMCs	CLICK ON CELL BELOW TO SELECT
Post-development land use:	
with default EMCs	
Total pre-development catchment area:	AC
Total post-development catchment or BMP analysis area:	AC
Pre-development Non DCIA CN:	
Pre-development DCIA percentage:	%
Post-development Non DCIA CN:	
Post-development DCIA percentage:	%
Estimated BMP Area (no loading from this area)	AC

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Average annual pre runoff volume:	ac-ft/year
Average annual post runoff volume (note no BMP area):	ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	kg/year
Post-development Annual Mass Loading - **Nitrogen:**	kg/year
Post-development Annual Mass Loading - **Phosphorus:**	kg/year

CATCHMENT NO.4 NAME:

Pre-development land use:	CLICK ON CELL BELOW TO SELECT
with default EMCs	CLICK ON CELL BELOW TO SELECT
Post-development land use:	
with default EMCs	
Total pre-development catchment area:	AC
Total post-development catchment or BMP analysis area:	AC
Pre-development Non DCIA CN:	
Pre-development DCIA percentage:	%
Post-development Non DCIA CN:	
Post-development DCIA percentage:	%
Estimated BMP Area (no loading from this area)	AC

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

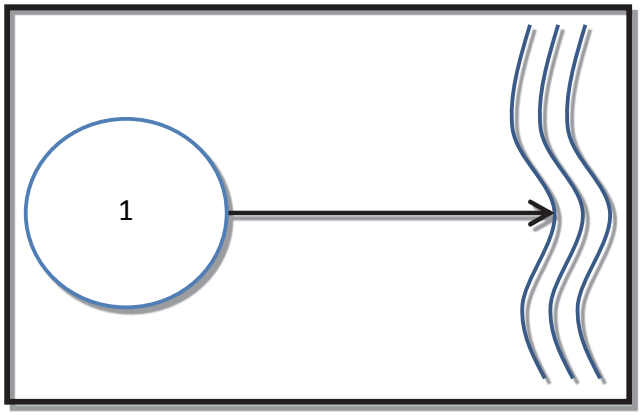
Average annual pre runoff volume:	ac-ft/year
Average annual post runoff volume (note no BMP area):	ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	kg/year
Post-development Annual Mass Loading - **Nitrogen:**	kg/year
Post-development Annual Mass Loading - **Phosphorus:**	kg/year

STORMWATER TREATMENT ANALYSIS:	V 8.6	GO TO GENERAL SITE INFORMATION PAGE	Blue Numbers =	Input data
			Red Numbers =	Calculated

If not done, specify pre- and post-development watershed characteristics.

9/21/2018

GO TO WATERSHED CHARACTERISTICS



Total Required Treatment Efficiency:

Required Treatment Eff (**Nitrogen**):	37 %
Required Treatment Eff (**Phosphorus**):	31 %

Select one of the BMPs below to analyze efficiency or review the summary data.

RETENTION BASIN	WET DETENTION / MAP	EXFILTRATION TRENCH	RAIN GARDEN / depression storage	SWALE	USER DEFINED BMP
PERVIOUS PAVEMENT	STORMWATER HARVESTING	FILTRATION	View Media Mixes	NOTE !!!: All individual system must be sized prior to being analyzed in conjunction with other systems. Please read instructions in the CATCHMENT AND TREATMENT SUMMARY RESULTS tab for more information.	
GREENROOF	RAINWATER HARVESTING	LINED REUSE POND & UNDERDRAIN INPUT	GO TO COST ANALYSIS WORKSHEET		
VEGETATED NATURAL BUFFER	VEGETATED FILTER STRIP	TREE WELL	CATCHMENT AND TREATMENT SURFACE		

WET DETENTION / MANAGED AQUATIC PLANTS: 9/21/2018 V 8.6

Blue Numbers =	Input data
Red Numbers =	Calculated or Carryover

Also called: FLOATING ISLANDS and includes a wet detention pond:

Lakeside Palms West

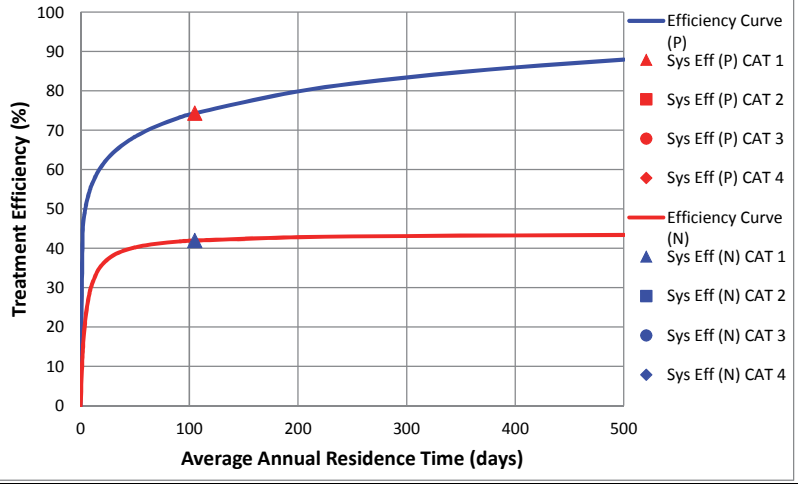
GO TO STORMWATER TREATMENT ANALYSIS

	Wet Pond	Catchment 2	Catchment 3	Catchment 4	
Total pre-development catchment area:	21.240	0.000	0.000	0.000	ac
Total post-development catchment area:	19.290	0.000	0.000	0.000	ac
Average annual residence time (between 1 and 500 days)	105.00				days
Littoral Zone or other improvements used?*	NO				
Littoral Zone or other improvement efficiency credit:	0.00				%
Floating Wetland or Mats used in the design:	NO				
Floating Wetland or Mats credit:	0.00				%
Total **Nitrogen** removal required:	37.146				%
Total **Phosphorus** removal required:	30.797				%
Total **Nitrogen** removal efficiency:	41.998	0.000	0.000	0.000	%
Total **Phosphorous** removal efficiency:	74.398	0.000	0.000	0.000	%
Is the wet detention sufficient:	YES				
Average annual runoff volume:	34.941				ac-ft/yr

* pond coverage must follow Regulatory Requirements

Wet Detention Pond Characteristic:

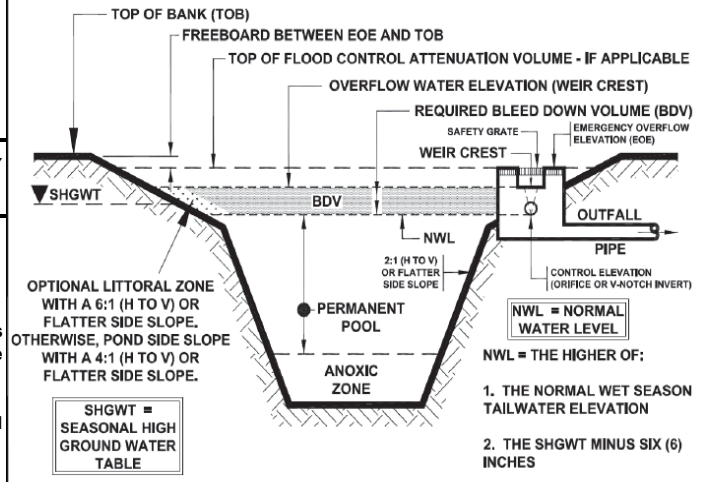
Minimum Pond Permanent Pool Volume:	10.051				ac-ft



NOTE FOR TREATMENT EFFICIENCY GRAPH:

The purpose of the treatment efficiency graphs is to help illustrate the treatment efficiency of the wet detention system as the function of average annual residence time (and permanent pool volume). The graph illustrates that there is a point of diminished return as the permanent pool volume is substantially increased. Therefore, to provide the most economical BMP treatment system, other alternatives such as "treatment trains" and compensatory treatment should be considered.

REQUIRED REMAINING TREATMENT EFFICIENCIES OF TREATMENT SYSTEM IN SERIES WITH FLOATING ISLANDS WITH WET DETENTION. USE FOR SIZING OF TREATMENT SYSTEM IN SERIES WITH FLOATING ISLANDS WITH WET DETENTION.



TYPICAL X-SECTION OF A WET DETENTION SYSTEM

Source of Graphic: draft **STORMWATER QUALITY APPLICANT'S HANDBOOK** dated March 2010, by the Department of Environmental Protection, available at: http://www.dep.state.fl.us/water/wetlands/erp/rules/stormwater, March 2010

CATCHMENTS AND TREATMENT SURFACE DISCHARGE SUMMARY V 8.6

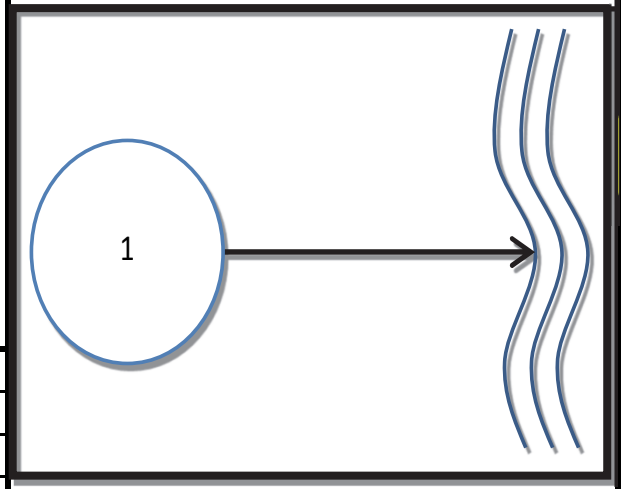
CALCULATION METHODS:

1. The effectiveness of each BMP in a single catchment is converted to an equivalent capture volume.
2. Certain BMP treatment train combinations have not been evaluated and in practice they are at this time not used, an example is a greenroof following a tree well.
3. Wet detention is last when used in a single catchment with other BMPs, except when followed by filtration

PROJECT TITLE	Lakeside Palms West	Optional Identification		
	Wet Pond	Catchment 2	Catchment 3	Catchment 4
BMP Name	Wet Detention/ MAPs			
BMP Name				
BMP Name				

Surface Water Discharge Summary Performance of Entire Watershed

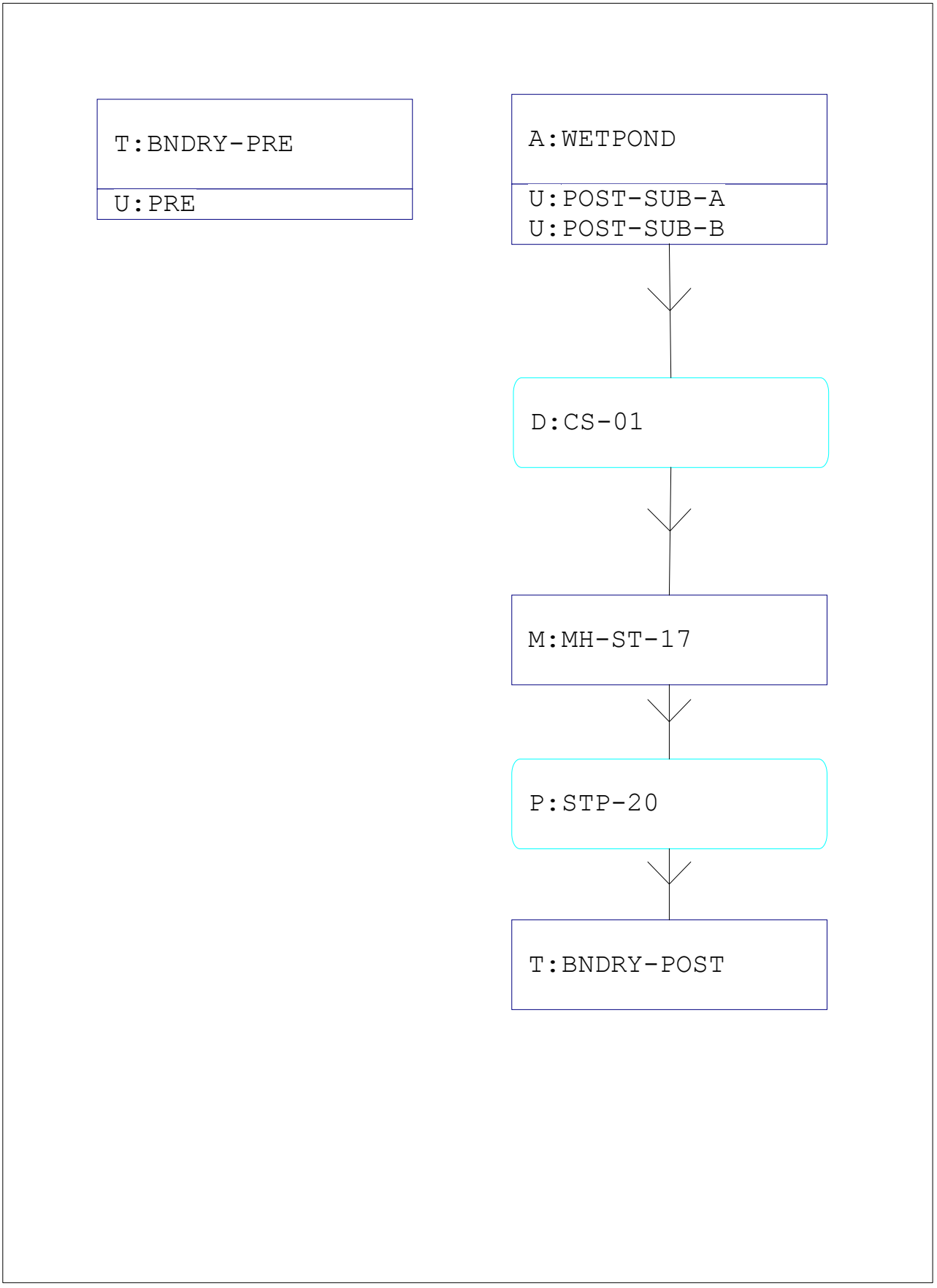
Catchment Configuration	A - Single Catchment		9/21/2018
Nitrogen Pre Load (kg/yr)	56.06	Treatment Objectives or Target for TN MET TP MET	BMPTRAINS MODEL
Phosphorus Pre Load (kg/yr)	9.75		
Nitrogen Post Load (kg/yr)	89.20		
Phosphorus Post Load (kg/yr)	14.09		
Target Load Reduction (N) %	37		
Target Load Reduction (P) %	31		
Target Discharge Load, N (kg/yr)	56.19		
Target Discharge Load, P (kg/yr)	9.72		
Provided Overall Efficiency, N (%):	42		
Provided Overall Efficiency, P (%):	74		
Discharged Load, N (kg/yr & lb/yr):	51.74	113.96	
Discharged Load, P (kg/yr & lb/yr):	3.61	7.95	
Load Removed, N (kg/yr & lb/yr):	37.46	82.51	
Load Removed, P (kg/yr & lb/yr):	10.48	23.09	



Nodes
A Stage/Area
V Stage/Volume
T Time/Stage
M Manhole

Basins
O Overland Flow
U SCS Unit CN
S SBUH CN
Y SCS Unit GA
Z SBUH GA

Links
P Pipe
W Weir
C Channel
D Drop Structure
B Bridge
R Rating Curve
H Breach
E Percolation
F Filter
X Exfil Trench



Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
BNDRY-POST	BASE	10YR24HR	24.00	15.00	17.00	1.0000	27	12.37	38.13	0.00	0.00
BNDRY-POST	BASE	25YR24HR	24.00	15.00	17.00	1.0000	27	12.39	43.91	0.00	0.00
BNDRY-POST	BASE	MEAN	24.00	15.00	17.00	1.0000	27	12.40	23.23	0.00	0.00
BNDRY-PRE	BASE	10YR24HR	24.00	15.00	15.00	0.0009	0	12.33	44.39	0.00	0.00
BNDRY-PRE	BASE	25YR24HR	24.00	15.00	15.00	0.0009	0	12.33	60.63	0.00	0.00
BNDRY-PRE	BASE	MEAN	24.00	15.00	15.00	0.0009	0	12.50	23.87	0.00	0.00
MH-ST-17	BASE	10YR24HR	12.37	16.58	20.00	0.0161	259	12.36	38.13	12.37	38.13
MH-ST-17	BASE	25YR24HR	12.39	17.19	20.00	0.0054	254	12.38	43.91	12.39	43.91
MH-ST-17	BASE	MEAN	12.40	15.04	20.00	0.0151	267	12.40	23.24	12.40	23.23
WETPOND	BASE	10YR24HR	12.36	17.54	19.00	0.0050	69873	12.00	107.43	12.36	38.13
WETPOND	BASE	25YR24HR	12.39	18.46	19.00	-0.0050	73877	12.00	139.16	12.38	43.91
WETPOND	BASE	MEAN	12.40	16.48	19.00	0.0050	65240	12.00	67.34	12.40	23.24

Name:	POST-SUB-A	POST-SUB-A	POST-SUB-A	POST-SUB-B	POST-SUB-B
Group:	BASE	BASE	BASE	BASE	BASE
Simulation:	10YR24HR	25YR24HR	MEAN	10YR24HR	25YR24HR
Node:	WETPOND	WETPOND	WETPOND	WETPOND	WETPOND
Type:	SCS	SCS	SCS	SCS	SCS
Unit Hydrograph:	Uh484	Uh484	Uh484	Uh323	Uh323
Peaking Factor:	484.0	484.0	484.0	323.0	323.0
Spec Time Inc(min):	1.33	1.33	1.33	1.33	1.33
Comp Time Inc(min):	1.33	1.33	1.33	1.33	1.33
Rain File:	Flmod	Flmod	Flmod	Flmod	Flmod
Rain Amount(in):	7.500	9.500	5.000	7.500	9.500
Duration(hrs):	24.00	24.00	24.00	24.00	24.00
Status:	Onsite	Onsite	Onsite	Onsite	Onsite
TC(min):	10.00	10.00	10.00	10.00	10.00
Time Shift(hrs):	0.00	0.00	0.00	0.00	0.00
Area(ac):	18.750	18.750	18.750	2.490	2.490
Vol of Unit Hyd(in):	1.001	1.001	1.001	1.001	1.001
Curve Num:	89.000	89.000	89.000	90.000	90.000
DCIA(%):	0.000	0.000	0.000	0.000	0.000
Time Max(hrs):	12.02	12.02	12.02	12.02	12.02
Flow Max(cfs):	96.36	124.70	60.52	11.52	14.90
Runoff Volume(in):	6.189	8.152	3.767	6.317	8.289
Runoff Volume(ft3):	421207	554818	256384	57093	74922

Name:	POST-SUB-B	PRE	PRE	PRE
Group:	BASE	BASE	BASE	BASE
Simulation:	MEAN	10YR24HR	25YR24HR	MEAN
Node:	WETPOND	BNDRY-PRE	BNDRY-PRE	BNDRY-PRE
Type:	SCS	SCS	SCS	SCS
Unit Hydrograph:	Uh323	Uh323	Uh323	Uh323
Peaking Factor:	323.0	323.0	323.0	323.0
Spec Time Inc(min):	1.33	5.47	5.47	5.47
Comp Time Inc(min):	1.33	5.00	5.00	5.00
Rain File:	Flmod	Flmod	Flmod	Flmod
Rain Amount(in):	5.000	7.500	9.500	5.000
Duration(hrs):	24.00	24.00	24.00	24.00
Status:	Onsite	Onsite	Onsite	Onsite
TC(min):	10.00	41.00	41.00	41.00
Time Shift(hrs):	0.00	0.00	0.00	0.00
Area(ac):	2.490	21.240	21.240	21.240
Vol of Unit Hyd(in):	1.001	1.000	1.000	1.000
Curve Num:	90.000	79.000	79.000	79.000
DCIA(%):	0.000	0.000	0.000	0.000
Time Max(hrs):	12.04	12.33	12.33	12.42
Flow Max(cfs):	7.27	44.40	60.63	24.56
Runoff Volume(in):	3.878	5.040	6.912	2.799
Runoff Volume(ft3):	35052	388582	532928	215828

==========
==== Basins ====
==========

Name: POST-SUB-A Node: WETPOND Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 18.750 Time Shift(hrs): 0.00
Curve Number: 89.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-SUB-B Node: WETPOND Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 2.490 Time Shift(hrs): 0.00
Curve Number: 90.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE Node: BNDRY-PRE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Flmod Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 41.00
Area(ac): 21.240 Time Shift(hrs): 0.00
Curve Number: 79.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

==========
==== Nodes ====
==========

Name: BNDRY-POST Base Flow(cfs): 0.000 Init Stage(ft): 10.000
Group: BASE Warn Stage(ft): 17.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	11.0
14.00	12.0
24.00	15.0
36.00	12.0
72.00	11.0

Name: BNDRY-PRE Base Flow(cfs): 0.000 Init Stage(ft): 13.660
Group: BASE Warn Stage(ft): 15.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	13.7
24.00	15.0

Name: MH-ST-17 Base Flow(cfs): 0.000 Init Stage(ft): 11.900
Group: BASE Plunge Factor: 1.00 Warn Stage(ft): 20.000

Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.9	0.0003
20.0	0.0003

Name: WETPOND Base Flow(cfs): 0.000 Init Stage(ft): 14.000
Group: BASE Warn Stage(ft): 19.000
Type: Stage/Area

Stage(ft)	Area(ac)
12.0	1.0900
13.0	1.1700
14.0	1.2600
15.0	1.3600
16.0	1.4500
17.0	1.5500
18.0	1.6500
19.0	1.7500

Pipes

Name: STP-20 From Node: MH-ST-17 Length(ft): 358.00
Group: BASE To Node: BNDRY-POST Count: 1
Friction Equation: Automatic
Solution Algorithm: Automatic
Flow: Both
Entrance Loss Coef: 0.00
Exit Loss Coef: 1.00
Bend Loss Coef: 0.00
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Stabilizer Option: None

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	36.00	36.00
Rise(in):	36.00	36.00
Invert(ft):	11.900	11.750
Manning's N:	0.012000	0.012000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Drop Structures

Name: CS-01 From Node: WETPOND Length(ft): 41.00
Group: BASE To Node: MH-ST-17 Count: 1
Friction Equation: Automatic
Solution Algorithm: Automatic
Flow: Both
Entrance Loss Coef: 0.000
Exit Loss Coef: 1.000
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Solution Incs: 10

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	36.00	36.00
Rise(in):	36.00	36.00
Invert(ft):	12.000	11.900
Manning's N:	0.012000	0.012000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

TYPE D STRUCTURE

*** Weir 1 of 2 for Drop Structure CS-01 ***

TABLE

Count:	1	Bottom Clip(in):	0.000
Type:	Horizontal	Top Clip(in):	0.000
Flow:	Both	Weir Disc Coef:	3.200
Geometry:	Rectangular	Orifice Disc Coef:	0.600
Span(in):	49.00	Invert(ft):	15.850
Rise(in):	37.00	Control Elev(ft):	15.850

*** Weir 2 of 2 for Drop Structure CS-01 ***

TABLE

Count:	1	Bottom Clip(in):	0.000
Type:	Vertical: Mavis	Top Clip(in):	0.000
Flow:	Both	Weir Disc Coef:	3.200
Geometry:	Circular	Orifice Disc Coef:	0.600
Span(in):	4.00	Invert(ft):	14.000
Rise(in):	4.00	Control Elev(ft):	14.000

==========
==== Hydrology Simulations ====
==========

Name: 10YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\10YR24HR.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 7.50

Time(hrs)	Print Inc(min)
30.000	5.00

Name: 25YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\25YR24HR.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 9.50

Time(hrs)	Print Inc(min)
30.000	5.00

Name: MEAN
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\MEAN.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 5.00

Time(hrs)	Print Inc(min)
30.000	15.00

==========
==== Routing Simulations ====
==========

Name: 10YR24HR Hydrology Sim: 10YR24HR
Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\10YR24HR.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500

```
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                  End Time(hrs): 30.00
     Min Calc Time(sec): 0.5000              Max Calc Time(sec): 60.0000
        Boundary Stages:                        Boundary Flows:


Time(hrs)       Print Inc(min)
--------------- ---------------
30.000          15.000

Group           Run
--------------- -----
BASE            Yes


-------------------------------------------------------------------------------------------------
         Name: 25YR24HR            Hydrology Sim: 25YR24HR
     Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\25YR24HR.I32

      Execute: Yes         Restart: No            Patch: No
  Alternative: No

        Max Delta Z(ft): 1.00                   Delta Z Factor: 0.00500
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                  End Time(hrs): 30.00
     Min Calc Time(sec): 0.5000              Max Calc Time(sec): 60.0000
        Boundary Stages:                        Boundary Flows:


Time(hrs)       Print Inc(min)
--------------- ---------------
30.000          15.000

Group           Run
--------------- -----
BASE            Yes


-------------------------------------------------------------------------------------------------
         Name: MEAN                Hydrology Sim: MEAN
     Filename: M:\Land Projects 18\2018-003 Lakeside Palms West\Stormwater Calcs\ICPR\MEAN.I32

      Execute: Yes         Restart: No            Patch: No
  Alternative: No

        Max Delta Z(ft): 1.00                   Delta Z Factor: 0.00500
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                  End Time(hrs): 30.00
     Min Calc Time(sec): 0.5000              Max Calc Time(sec): 60.0000
        Boundary Stages:                        Boundary Flows:


Time(hrs)       Print Inc(min)
--------------- ---------------
30.000          15.000

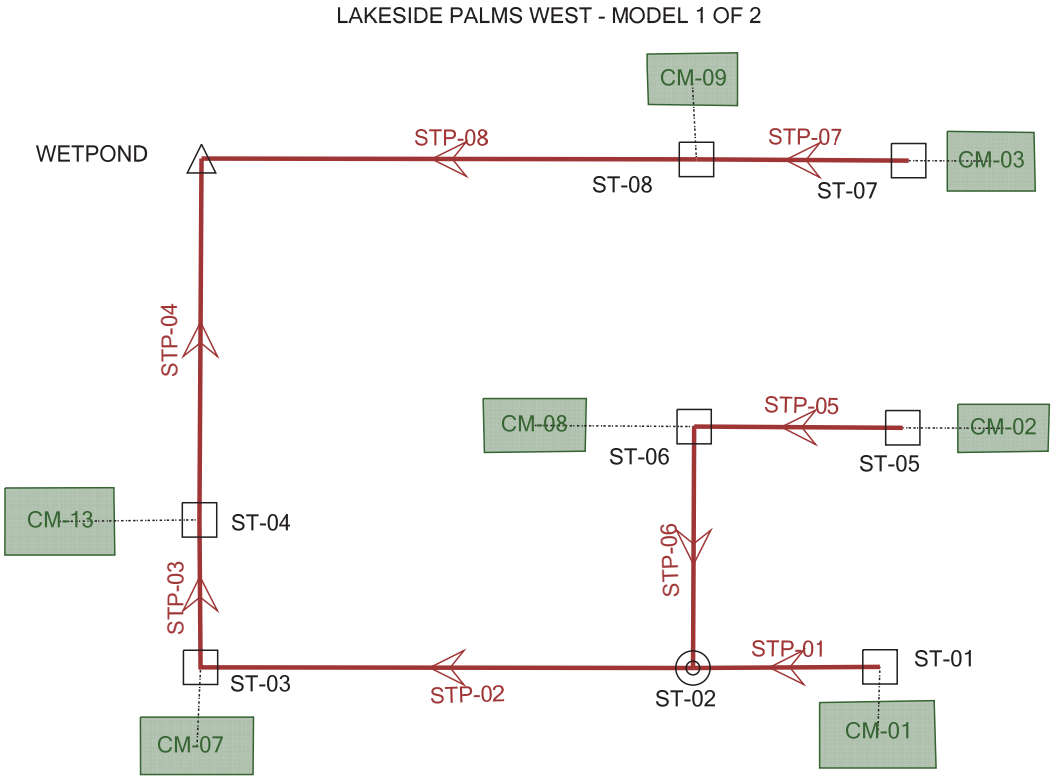
Group           Run
--------------- -----
BASE            Yes
```

STORMCAD MODEL INPUT

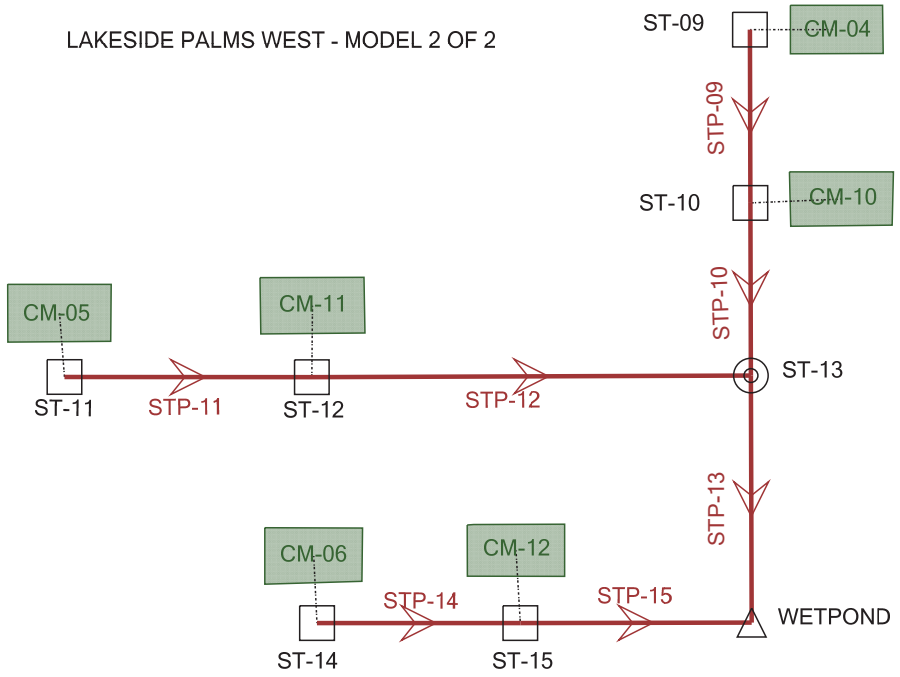
CATCHMENT ID	CORRESPONDING STRUCTURE ID	CATCHMENT AREA		Impervious	Pervious	RUNOFF COEFFICIENT C=0.95 impervious / C=0.065 Open pervious		
		Sq. Ft.	*Acres*	*Sq. Ft.*	*Sq. Ft.*	Impervious Area x C	Pervious Area x C	Cummulative Runoff Coefficient
CM-1	ST-01	26,821	0.62	16,562	10,260	15733	667	***0.61***
CM-2	ST-05	22,370	0.51	14,801	7,569	14061	492	***0.65***
CM-3	ST-07	53,943	1.24	33,096	20,847	31441	1355	***0.61***
CM-4	ST-09	69,899	1.60	42,449	27,450	40327	1784	***0.60***
CM-5	ST-11	75,712	1.74	44,405	31,307	42185	2035	***0.58***
CM-6	ST-14	45,613	1.05	28,742	16,872	27304	1097	***0.62***
CM-7	ST-03	50,307	1.15	30,056	20,252	28553	1316	***0.59***
CM-8	ST-06	24,317	0.56	15,927	8,390	15131	545	***0.64***
CM-9	ST-08	42,007	0.96	26,786	15,221	25447	989	***0.63***
CM-10	ST-10	57,536	1.32	36,205	21,330	34395	1386	***0.62***
CM-11	ST-12	29,635	0.68	20,399	9,236	19379	600	***0.67***
CM-12	ST-15	49,283	1.13	30,801	18,483	29260	1201	***0.62***
CM-13	ST-04	41,230	0.95	25,298	15,931	24034	1036	***0.61***

OUTFALL TAILWATER ELEVATION = 17.54 FT

Scenario: 10YR-24HR DESIGN STORM
MODEL 1 OF 2.stsw



Scenario: 10YR-24HR DESIGN STORM
MODEL 2 OF 2.stsw



Conduit FlexTable: DOT Report

MODEL 1 OF 2.stsw

Label	-Node- Upstream Downstream	-Depth- Upstream Downstream (ft)	-Ground- Upstream Downstream (ft)	-EGL- Upstream Downstream (ft)	-HGL- Upstream Downstream (ft)	-Invert- Upstream Downstream (ft)	Section Discharge Capacity (cfs)	Velocity (Out) (ft/s)	Slope (Calculated) (ft/ft)	Size (Display)
STP-02	ST-02	2.93	19.00	18.12	18.03	15.10	7.76	2.44	0.001	19x30 inch
	ST-03	2.93	18.90	17.83	17.73	14.80	7.84			
STP-03	ST-03	2.93	18.90	17.96	17.73	14.80	12.01	3.78	0.003	19x30 inch
	ST-04	3.88	18.90	17.86	17.63	13.75	12.00			
STP-04	ST-04	3.88	18.90	17.71	17.63	13.75	15.91	2.25	0.005	36 inch
	WETPOND	(N/A)	19.00	(N/A)	17.54	13.00	44.97			
STP-01	ST-01	2.74	19.07	18.08	18.04	15.30	2.82	1.60	0.012	18 inch
	ST-02	2.93	19.00	18.16	18.03	15.10	11.39			
STP-06	ST-06	3.00	18.90	18.33	18.20	15.20	5.08	2.87	0.001	18 inch
	ST-02	2.93	19.00	18.16	18.03	15.10	3.86			
STP-08	ST-08	3.36	18.90	18.03	17.86	14.50	10.10	3.21	0.009	24 inch
	WETPOND	(N/A)	19.00	(N/A)	17.54	13.00	21.70			
STP-05	ST-05	2.92	18.90	18.25	18.22	15.30	2.47	1.40	0.003	18 inch
	ST-06	3.00	18.90	18.23	18.20	15.20	5.61			
STP-07	ST-07	2.97	18.90	18.12	17.97	15.00	5.64	3.19	0.014	18 inch
	ST-08	3.36	18.90	18.02	17.86	14.50	12.55			

Conduit FlexTable: DOT Report

MODEL 2 OF 2.stsw

Label	-Node- Upstream Downstream	-Depth- Upstream Downstream (ft)	-Ground- Upstream Downstream (ft)	-EGL- Upstream Downstream (ft)	-HGL- Upstream Downstream (ft)	-Invert- Upstream Downstream (ft)	Section Discharge Capacity (cfs)	Velocity (Out) (ft/s)	Slope (Calculated) (ft/ft)	Size (Display)
STP-13	ST-13	3.58	20.30	17.74	17.58	14.00	22.55	3.19	0.027	36 inch
	WETPOND	(N/A)	19.00	(N/A)	17.54	13.00	109.65			
STP-11	ST-11	3.55	18.90	18.64	18.55	15.00	7.53	2.37	0.003	19x30 inch
	ST-12	3.61	18.90	18.60	18.51	14.90	12.00			
STP-12	ST-12	3.61	18.90	18.70	18.51	14.90	10.84	3.45	0.002	24 inch
	ST-13	3.58	20.30	17.86	17.58	14.00	10.68			
STP-10	ST-10	3.25	18.90	18.27	18.00	14.75	13.21	4.20	0.006	24 inch
	ST-13	3.58	20.30	17.86	17.58	14.00	17.74			
STP-15	ST-15	3.11	18.90	18.02	17.86	14.75	10.02	3.19	0.011	24 inch
	WETPOND	(N/A)	19.00	(N/A)	17.54	13.00	23.44			
STP-09	ST-09	3.16	18.90	18.42	18.16	15.00	7.16	4.05	0.007	18 inch
	ST-10	3.25	18.90	18.25	18.00	14.75	8.88			
STP-14	ST-14	2.93	18.90	18.05	17.93	15.00	4.86	2.75	0.007	18 inch
	ST-15	3.11	18.90	17.98	17.86	14.75	8.88			

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FlexTable: Conduit Table

MODEL 1 OF 2.stsw

Label	Diameter (in)	Conduit Description	Length (User Defined) (ft)	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)
STP-01	18.0	Circle - 18.0 in	17.0	ST-01	15.30	ST-02	15.10	0.012
STP-02		Ellipse - 2.5 x 1.6 ft	246.0	ST-02	15.10	ST-03	14.80	0.001
STP-03		Ellipse - 2.5 x 1.6 ft	35.0	ST-03	14.80	ST-04	14.70	0.003
STP-04	36.0	Circle - 36.0 in	165.0	ST-04	13.75	WETPOND	13.00	0.005
STP-05	18.0	Circle - 18.0 in	35.0	ST-05	15.30	ST-06	15.20	0.003
STP-06	18.0	Circle - 18.0 in	74.0	ST-06	15.20	ST-02	15.10	0.001
STP-07	18.0	Circle - 18.0 in	35.0	ST-07	15.00	ST-08	14.50	0.014
STP-08	24.0	Circle - 24.0 in	163.0	ST-08	14.50	WETPOND	13.00	0.009

FlexTable: Conduit Table

MODEL 2 OF 2.stsw

Label	Diameter (in)	Conduit Description	Length (User Defined) (ft)	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Slope (Calculated) (ft/ft)
STP-09	18.0	Circle - 18.0 in	35.0	ST-09	15.00	ST-10	14.75	0.007
STP-10	24.0	Circle - 24.0 in	122.0	ST-10	14.75	ST-13	14.00	0.006
STP-11		Ellipse - 2.5 x 1.6 ft	35.0	ST-11	15.00	ST-12	14.90	0.003
STP-12	24.0	Circle - 24.0 in	404.0	ST-12	14.90	ST-13	14.00	0.002
STP-13	36.0	Circle - 36.0 in	37.0	ST-13	14.00	WETPOND	13.00	0.027
STP-14	18.0	Circle - 18.0 in	35.0	ST-14	15.00	ST-15	14.75	0.007
STP-15	24.0	Circle - 24.0 in	163.0	ST-15	14.75	WETPOND	13.00	0.011

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FlexTable: Outfall Table

MODEL 1 OF 2.stsw

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Boundary Condition Type	Elevation (User Defined Tailwater) (ft)	Hydraulic Grade (ft)	Flow (Total Out) (cfs)
WETPOND	19.00	13.00	User Defined Tailwater	17.54	17.54	15.26

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FlexTable: Outfall Table

MODEL 2 OF 2.stsw

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Boundary Condition Type	Elevation (User Defined Tailwater) (ft)	Hydraulic Grade (ft)	Flow (Total Out) (cfs)
WETPOND	19.00	13.00	User Defined Tailwater	17.54	17.54	22.40

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FlexTable: Manhole Table

MODEL 1 OF 2.stsw

Label	Elevation (Ground) (ft)	Elevation (Invert in 1) (ft)	Downstream Conduit	Elevation (Invert Out) (ft)
ST-02	19.00	15.10	STP-02	15.10

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FlexTable: Manhole Table

MODEL 2 OF 2.stsw

Label	Elevation (Ground) (ft)	Elevation (Invert in 1) (ft)	Downstream Conduit	Elevation (Invert Out) (ft)
ST-13	20.30	14.00	STP-13	14.00

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FlexTable: Catch Basin Table

MODEL 1 OF 2.stsw

Label	Inlet	Elevation (Rim) (ft)	Elevation (Ground) (ft)	Elevation (Invert in 1) (ft)	Downstream Conduit	Elevation (Invert Out) (ft)	Energy Grade Line (In) (ft)	Energy Grade Line (Out) (ft)	Spread / Top Width (ft)
ST-01	Curb FDOT Inlet Types 3 & 4	19.57	19.07	(N/A)	STP-01	15.30	18.08	18.08	11.1
ST-03	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.80	STP-03	14.80	17.83	17.96	16.4
ST-04	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.70	STP-04	13.75	17.86	17.71	14.8
ST-05	Curb FDOT Inlet Types 3 & 4	19.40	18.90	(N/A)	STP-05	15.30	18.25	18.25	10.2
ST-06	Curb FDOT Inlet Types 3 & 4	19.40	18.90	15.20	STP-06	15.20	18.23	18.33	10.7
ST-07	Curb FDOT Inlet Types 3 & 4	19.40	18.90	(N/A)	STP-07	15.00	18.12	18.12	17.6
ST-08	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.50	STP-08	14.50	18.02	18.03	15.2

FlexTable: Catch Basin Table

MODEL 2 OF 2.stsw

Label	Inlet	Elevation (Rim) (ft)	Elevation (Ground) (ft)	Elevation (Invert in 1) (ft)	Downstream Conduit	Elevation (Invert Out) (ft)	Energy Grade Line (In) (ft)	Energy Grade Line (Out) (ft)	Spread / Top Width (ft)
ST-11	Curb FDOT Inlet Types 3 & 4	19.40	18.90	(N/A)	STP-11	15.00	18.64	18.64	21.4
ST-12	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.90	STP-12	14.90	18.60	18.70	12.6
ST-09	Curb FDOT Inlet Types 3 & 4	19.40	18.90	(N/A)	STP-09	15.00	18.42	18.42	20.7
ST-10	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.75	STP-10	14.75	18.25	18.27	18.6
ST-14	Curb FDOT Inlet Types 3 & 4	19.40	18.90	(N/A)	STP-14	15.00	18.05	18.05	16.0
ST-15	Curb FDOT Inlet Types 3 & 4	19.40	18.90	14.75	STP-15	14.75	17.98	18.02	16.8

FlexTable: Catchment Table

MODEL 1 OF 2.stsw

Label	Outflow Element	Area (User Defined) (acres)	Runoff Coefficient (Rational)	Time of Concentration (hours)	Catchment Intensity (in/h)	Flow (Total Out) (cfs)	Runoff Method
CM-01	ST-01	0.620	0.610	0.170	7.400	2.82	Rational Method
CM-02	ST-05	0.510	0.650	0.170	7.400	2.47	Rational Method
CM-03	ST-07	1.240	0.610	0.170	7.400	5.64	Rational Method
CM-07	ST-03	1.150	0.590	0.170	7.400	5.06	Rational Method
CM-08	ST-06	0.560	0.640	0.170	7.400	2.67	Rational Method
CM-09	ST-08	0.960	0.630	0.170	7.400	4.51	Rational Method
CM-13	ST-04	0.950	0.610	0.170	7.400	4.32	Rational Method

FlexTable: Catchment Table

MODEL 2 OF 2.stsw

Label	Outflow Element	Area (User Defined) (acres)	Runoff Coefficient (Rational)	Time of Concentration (hours)	Catchment Intensity (in/h)	Flow (Total Out) (cfs)	Runoff Method
CM-04	ST-09	1.600	0.600	0.170	7.400	7.16	Rational Method
CM-05	ST-11	1.740	0.580	0.170	7.400	7.53	Rational Method
CM-06	ST-14	1.050	0.620	0.170	7.400	4.86	Rational Method
CM-10	ST-10	1.320	0.620	0.170	7.400	6.10	Rational Method
CM-11	ST-12	0.680	0.670	0.170	7.400	3.40	Rational Method
CM-12	ST-15	1.130	0.620	0.170	7.400	5.23	Rational Method

Storm Data Detailed Report: User Defined IDF Table - 1

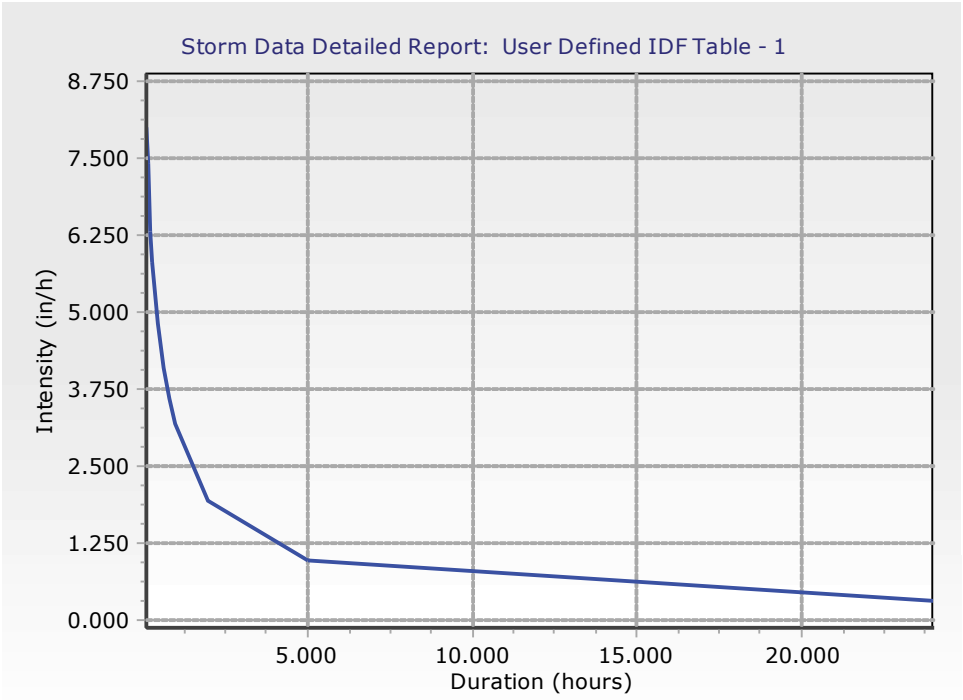
MODEL 1 OF 2.stsw

Element Details			
ID	137	Notes	
Label	User Defined IDF Table - 1		

Duration (hours)	10 Year (in/h)
0.130	8.000
0.170	7.400
0.250	6.300
0.330	5.800
0.500	4.800
0.670	4.100
0.830	3.600
1.000	3.200
2.000	1.950
5.000	0.960
24.000	0.313

Library Status Summary

	Synchronization Details
ID	137
Label	User Defined IDF Table - 1
Modified Date	9/19/2018 1:33:24 PM
Library Source	C:\Users\user70 \Documents\Bentley\StormCAD\10yrStr mBrevard.xml
Library Modified Date	8/16/2018 10:34:35 AM
Synchronization Status	Synchronize to Library
Engineering Reference Guid	40ed7116-4396-40ec-8920-185b4f659751



Storm Data Detailed Report: User Defined IDF Table - 1

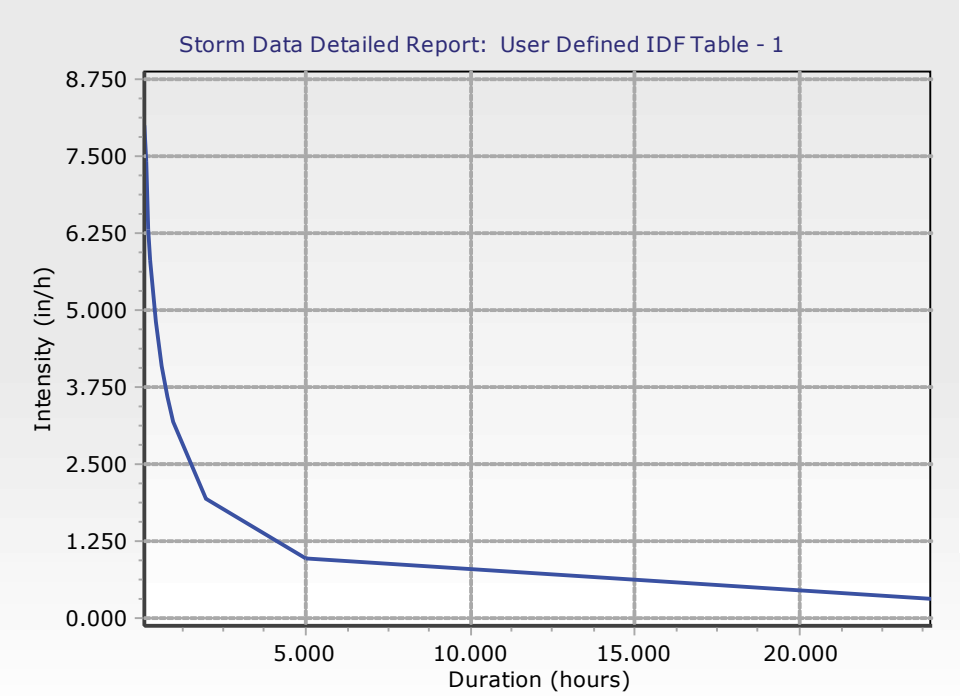
MODEL 2 OF 2.stsw

Element Details			
ID	137	Notes	
Label	User Defined IDF Table - 1		

Duration (hours)	10 Year (in/h)
0.130	8.000
0.170	7.400
0.250	6.300
0.330	5.800
0.500	4.800
0.670	4.100
0.830	3.600
1.000	3.200
2.000	1.950
5.000	0.960
24.000	0.313

Library Status Summary

	Synchronization Details
ID	137
Label	User Defined IDF Table - 1
Modified Date	9/19/2018 1:04:54 PM
Library Source	C:\Users\user70 \Documents\Bentley\StormCAD\10yrStr mBrevard.xml
Library Modified Date	8/16/2018 10:34:35 AM
Synchronization Status	Synchronize to Library
Engineering Reference Guid	40ed7116-4396-40ec-8920-185b4f659751



APPENDIX B

REFERENCE

UNIVERSAL ENGINEERING SCIENCES

PRELIMINARY SUBSURFACE EXPLORATION

Proposed Retention Basin & Swales
Lakeside Palms West Subdivision
Clearlake Road (Tax ID #2424012)
Cocoa, Brevard County, Florida
Universal Project No. 0330.1800053.0000

May 11, 2018

PREPARED FOR:

Victory Judgment, LLC
317 Riveredge Boulevard, Suite 100
Cocoa, Florida 32922

PREPARED BY:

Universal Engineering Sciences, Inc.
820 Brevard Avenue
Rockledge, Florida 32955
(321) 638-0808

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
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- Miami
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- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach
- Tifton, GA

May 11, 2018

Victory Judgment, LLC
317 Riveredge Boulevard, Suite 100
Cocoa, Florida 32922

Attention: Mr. Justin P. Morton
Vice President

Reference: **Preliminary Subsurface Exploration**
Proposed Retention Basin & Swales
Lakeside Palms West Subdivision
Clearlake Road (Tax ID #2424012)
Cocoa, Brevard County, Florida
Universal Project No. 0330.1800053.0000

Dear Mr. Morton:

Universal Engineering Sciences, Inc. (Universal) has completed a preliminary subsurface exploration at the above referenced site in Cocoa, Florida. Our exploration was authorized by you on behalf of Victory Judgment, LLC; and was conducted as outlined in Universal's Proposal No. 0330.0418.00002. This exploration was performed in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our estimates of the typical wet season high groundwater levels at the boring locations, the suitability of excavated materials for use as fill, and general comments concerning anticipated infiltration characteristics of the proposed retention basin & swale(s) subsoils.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Sincerely yours,
UNIVERSAL ENGINEERING SCIENCES, INC.
Certificate of Authorization No. 549

BRAD FAUCETT LICENSE NO. 33123 STATE OF FLORIDA PROFESSIONAL ENGINEER 5-11-2018

Jose R. Benitez Jr., E.I.
Staff Engineer

Brad Faucett, M.S. P.E.
Regional Engineer
Florida Professional Engineer No. 33123

1 – Client (by e-mail)
1 – Ms Lymari Merheb w/Morgan & Associates (by e-mail)
UES DOCS# 1565409

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USGS Topographic Map ..... Figure No. 2
Boring Location Plan ..... Figure No. 3

APPENDICES

Key to Boring Logs ..... Appendix A
Boring Logs ..... Appendix A

EXHIBITS

GBA Document ..... Exhibit 1

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1.0 INTRODUCTION

Universal Engineering Sciences, Inc. (Universal) has completed a preliminary subsurface exploration for the proposed retention basin and swales at the proposed Lakeside Palms West Subdivision in Cocoa, Florida. Our exploration was authorized by Mr. Justin P. Morton, Vice President of Victory Judgment, LLC (Client); and was conducted as outlined in Universal's Proposal No. 0330.0418.00002. This exploration was performed in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

2.0 PROJECT DESCRIPTION

We understand that the proposed 28 Acre Residential Parcel (Tax ID #2424012) will be eventually sold by the current owner to be developed into a residential subdivision, currently envisioned as shown on the attached Figure No. 3.

We understand that the stormwater runoff from impervious surfaces to be developed at this site will be collected within a proposed wet retention basin to be located in the central sections of the project area, along with a series of proposed dry retention swales to be scattered across the project area.

Please note that our subsurface exploration was preliminary in nature and conducted to acquire general subsurface information for the proposed retention basin and swales only.

3.0 PURPOSE

The purposes of this exploration were:

- to explore the subsurface conditions at the general locations and depths as requested by the project civil engineers;
- to provide our estimates of the typical wet season high groundwater levels at the boring locations; and
- to provide general comments concerning the suitability of excavated materials for use as fill, and the anticipated infiltration characteristics of the proposed retention basin and swale(s) subsoils.

4.0 SITE DESCRIPTION

The subject site is located within Section 31, Township 24 South, Range 36 East in Brevard County, Florida. More specifically, the site is located on the west side of Clearlake Road, in Cocoa, Florida. The proposed wet retention basin will be located within the central portions of the project site (see attached Figure No. 3). At the time of drilling, the site vegetation consisted mostly of dense brush and trees. Please note that a considerable amount of hand clearing of trails was performed by Universal in order to obtain drill rig access to the boring locations.

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4.1 SOIL SURVEY

There are three (3) primary soil types mapped at the project site according to the Brevard County Soil Survey (BCSS), dated 1974. A brief description of these soil types are provided below in the following Table I. A copy of a portion of the BCSS map is attached as Figure No. 1.

TABLE I
BCSS DESIGNATED SOIL TYPES

Soil Type (Map Symbol)	Brief Description
Anclote sand (An)	Nearly level, very poorly drained sandy soil in marshy depressions in the flatwoods, in broad areas on flood plains, and in poorly defined drainage ways.
Basinger sand (Ba)	Nearly level, poorly drained, sandy soil in sloughs of poorly defined draingeways and depressions in the flatwoods.
Valkaria sand (Va)	Nearly level, poorly drained sandy soils in grassy sloughs, low palm hammocks and broad low areas.

4.2 TOPOGRAPHY

According to information obtained from the United States Geological Survey (USGS) Lake Poinsett, Florida 7.5-minute topographic quadrangle map (dated 1953 and photo-revised 1970); ground surface elevation (pre-developmental) across the site area is approximately +15 to +20 feet National Geodetic Vertical Datum (NGVD). A copy of a portion of the USGS Map is included as Figure No. 2.

5.0 SCOPE OF SERVICES

The services conducted by Universal during our subsurface exploration program were as follows:

- Drill six (6) Standard Penetration Test (SPT) borings within the proposed wet retention basin and dry retention swale(s) footprints to depths of 15 to 20 feet below existing land surface (bls).
- Obtain six (6) undisturbed shelby tube samples of the near surface soils within the proposed retention swale footprints for subsequent laboratory permeability testing.
- Secure samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measure the existing site groundwater levels and provide an estimate of the typical wet season high groundwater levels.
- Conduct soil gradation tests on selected soil samples obtained in the field to determine their engineering properties.
- Assess the existing soil conditions with respect to the proposed construction.

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- Preparing a geotechnical engineering report which documents the results of our preliminary subsurface exploration and laboratory testing program with analysis and general comments.

6.0 LIMITATIONS

Please note that this report is based on a preliminary subsurface exploration program with the scope of services as requested by the project civil engineers. The information submitted in this report is based on data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report has not been prepared to meet the full needs of design professionals, contractors, or any other parties, and any use of this report by them without the guidance of the soil and foundation engineer who prepared it constitutes improper usage which could lead to erroneous assumptions, faulty conclusions, and other problems.

This report does not reflect any variations which may occur across the site. The nature and extent of such variations may not become evident until the course of future explorations or actual construction. If variations then become evident, it will be necessary for re-evaluation of the recommendations in this report after performing on-site observations during the construction period and noting the characteristics of any variations. This report should not be used for estimating such items as cut and fill quantities.

Our field exploration did not find unsuitable or unexpected materials at the time of occurrence. However, borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, Universal does not recommend relying on our boring information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services ***specifically*** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, Universal will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by Universal to locate or identify such concerns. Universal cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

For a further description of the scope and limitations of this report please review the document attached within Exhibit 1, "Important Information About Your Geotechnical Engineering Report", prepared by GBA/The Geoprofessional Business Association.

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7.0 FIELD METHODOLOGIES

7.1 STANDARD PENETRATION TESTS

The six (6) SPT borings, designated B1 through B6 on the attached Figure No. 3, were performed in general accordance with the procedures of ASTM D 1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils). The SPT drilling technique involves driving a standard split-barrel sampler into the soil by a 140 pound hammer, free falling 30 inches. The number of blows required to drive the sampler 1 foot, after an initial seating of 6 inches, is designated the penetration resistance, or N-value, an index to soil strength and consistency. The soil samples recovered from the split-barrel sampler were visually inspected and classified in general accordance with the guidelines of ASTM D 2487 (Standard Classification of Soils for Engineering Purposes [Unified Soil Classification System]).

The SPT soil borings were performed with a CME 45 ATV mounted drilling rig. Universal located the test borings in the field by using the provided site plan and by plotting in the field with a hand held GPS receiver. No survey control was provided on-site, and our boring locations should be considered only as accurate as implied by the methods of measurement used. The approximate boring locations are shown on the attached Figure No. 3.

7.2 SHELBY TUBE SAMPLES

We obtained six (6) undisturbed shelby tube samples of the near surface soils for subsequent laboratory permeability tests. These specimens were obtained at soil boring locations B4, B5, & B6 at depths of approximately 2½ to 3 feet bls according to ASTM D 1587 (Thin-Wall Tube Sampling of Soils) procedure. This procedure includes manually excavating a pit and hand driving a 2.82-inch inside diameter shelby tube horizontally and vertically into the soil mass.

8.0 LABORATORY METHODOLOGIES

8.1 PARTICLE SIZE ANALYSIS

We completed #200 sieve particle size analyses on three (3) representative soil samples. These samples were tested according to the procedures listed ASTM D 1140 (Standard Test Method for Amount of Material in Soils Finer than the No. 200 Sieve). In part, ASTM D 1140 requires a thorough mixing the sample with water and flushing it through a No. 200 sieve until all of the particles smaller than the sieve size leave the sample. The percentage of the material finer than the No. 200 sieve helps determines the textural nature of the soil sample and aids in evaluating its engineering characteristics. The percentage of soil particles passing the #200 sieve in each sample tested is shown on the appropriate attached boring logs.

8.2 PERMEABILITY TESTS

Constant head permeability tests were performed on the Shelby tube samples by measuring the water flow through the samples for time versus flow volume. The tests were performed without extracting or otherwise disturbing the shelby tube contents. This data was used to calculate the coefficient of permeability (K) of the soils. Results of these tests are found in the laboratory results section of this report.

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9.0 SOIL STRATIGRAPHY

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and stabilized groundwater levels are shown on the boring logs included in Appendix A. The Key to Boring Logs, Soil Classification Chart is also included in Appendix A. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted.

A generalized profile of the soils encountered at the boring locations is presented in the following Table II. For more detailed soil profiles, please refer to the attached boring logs.

TABLE II
GENERALIZED SOIL PROFILE

Depth Encountered (feet, bls)	Approximate Thickness (feet)	Soil Description
Surface	1	Fine sands with silt and traces of roots (topsoil) [SP-SM].
1	2 to 4	Fine sands [SP]; medium dense.
3 to 5	1 to 2	Fine sands with clay [SP-SC]; loose to medium dense. This stratum is absent within the drilled depth of boring location B3.
4 to 6	9+ to 12	Clayey fine sands [SC]; very loose to medium dense.
17	3+	Fine sands with silt [SP-SM; medium dense. The stratum is only present within the drilled depths of boring locations B1 and B4.

NOTE: [ ] denotes Unified Soil Classification system designation.
+ indicates strata encountered at boring termination, total thickness undetermined.

10.0 GROUNDWATER CONDITIONS

10.1 EXISTING GROUNDWATER CONDITIONS

We measured the water level in the auger boreholes on the day of drilling April 27, 2018 after the groundwater was allowed to stabilize. The groundwater levels are shown on the attached boring logs. The groundwater level depths ranged from approximately 2.3 feet bls at boring location B6 to 7.7 feet bls at boring location B3. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

10.2 TYPICAL WET SEASON HIGH GROUNDWATER LEVEL

The typical wet season high groundwater level is defined as the highest groundwater level sustained for a period of 2 to 4 weeks during the "wet" season of the year, for existing site conditions, in a year with average normal rainfall amounts. Based on historical data, the rainy season in Brevard County, Florida is between June and October of the year. In order to

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estimate the wet season water level at the boring locations, many factors are examined, including the following:

a. Measured groundwater level
b. Drainage characteristics of existing soil types
c. Season of the year (wet/dry season)
d. Current & historical rainfall data (recent and year-to-date)
e. Natural relief points (such as lakes, rivers, swamp areas, etc.)
f. Man-made drainage systems (ditches, canals, etc.)
g. Distances to relief points and man-made drainage systems
h. On-site types of vegetation
i. Area topography (ground surface elevations)

Groundwater level readings were taken on the day of drilling April 27, 2018. According to data from the Southeast Regional Climate Center and the National Weather Service, the total rainfall in the previous month of March 2018 for central Brevard County was approximately ½ inch, roughly 3 inches below the normal level for the month of March. The total rainfall for the 2017 year was approximately 65.7 inches, roughly 13½ inches above the normal for the year. Year-to-date rainfall for 2018 through April 27th was approximately 6½ inches, roughly 3½ inches below the normal levels for this time period.

Based on this information and factors listed above, we estimate that the typical wet season high groundwater levels at the boring locations will be approximately 2 feet above the existing measured levels. Please note, however, that peak stage elevations immediately following various intense storm events, may be somewhat higher than the estimated typical wet season high levels.

Due to the variable silt and clay content within the near surface soils at this site, we suspect that there may be occasional isolated pockets of "perched" groundwater throughout the project area, particularly during periods of prolonged wet weather. These temporary perched water table levels may be higher than the estimated wet season high groundwater levels indicated above.

11.0 LABORATORY RESULTS

11.1 PARTICLE SIZE ANALYSIS

The soil samples submitted for analysis were classified as fine sands [SP], fine sands with clay [SP-SC], and clayey fine sands [SC]. The percentage of soil sizes passing the #200 sieve size are shown on the boring logs at the approximate depth sampled.

11.2 PERMEABILITY TESTS

Soil permeability is a measure of the soil's ability to allow water flow though it under saturated conditions. Permeability is a function of the grain size and sorting of the entire soil mass. According to the National Soil Survey Handbook, 1993 Edition, published by the U.S. Department of Agriculture, permeability rates can be expressed in the following classes:

Permeability Class	Permeability K (in/hr)
Extremely Slow	0.0 – 0.01
Very Slow	0.01 – 0.06
Slow	0.06 – 0.2
Moderately Slow	0.2 – 0.6
Moderate	0.6 – 2.0
Moderately Rapid	2.0 – 6.0
Rapid	6.0 – 20.0
Very Rapid	> 20.0

Most "clean" fine sands [SP] typically exhibit moderately rapid to very rapid permeabilities. Fine sands with silt or clay [SP-SM or SP-SC] can usually be considered to have slow to moderately slow permeabilities; while silty sand [SM], clayey sands [SC], silts [ML] and clays [CL] are typically within the extremely slow to slow class.

The results obtained from our laboratory vertical and horizontal permeability tests, where K is the coefficient of permeability, are displayed in the following Table III:

TABLE III
PERMEABILITY TEST RESULTS

Boring Location	Soil Type	Sample Depth (feet)	Permeability Rate K (in/hr)	Permeability Class
B4	Fine sands [SP]	Horizontal @ 2½	8.5	Rapid
B4	Fine sands [SP]	Vertical @ 2½ to 3	8.0	Rapid
B5	Fine sands [SP]	Horizontal @ 2½	3.3	Moderately Rapid
B5	Fine sands [SP]	Vertical @ 2½ to 3	0.3	Moderately Slow
B6	Fine sands [SP]	Horizontal @ 2½	3.1	Moderately Rapid
B6	Fine sands [SP]	Vertical @ 2½ to 3	2.5	Moderately Rapid

It should be noted that the coefficient of permeability is not an infiltration rate. The actual infiltration rate is influenced by the coefficient of permeability as well as several factors, including the elevation of the pond bottom, water level in the pond, the elevation of the wet season water table, and the confining layer.

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12.0 PROPOSED WET RETENTION BASIN & SWALES

We understand that the stormwater runoff from impervious surfaces to be developed at this site will be collected within a proposed wet retention basin to be located in the central sections of the project area along with a series of dry retention swales scattered across the project area.

The hydraulic capacity of stormwater retention/swale areas is principally a function of the ability of the surface soil to receive and percolate the storm water runoff. Upon reaching the groundwater table or a restrictive layer, the stormwater runoff begins to mound. The amount and rate of rise in the recharge mound depends on several factors, including the thickness and permeability of the receiving stratum, the elevation of the groundwater table, and the geometry of the loaded area.

The actual infiltration rate of retention basin/swale subsoils is influenced by the coefficient of permeability as well as several factors, including the elevation of the pond/swale bottom, water level in the pond/swale, the elevation of the wet season water table, and the confining layer. These factors must be accounted for in an appropriate groundwater model to determine the infiltration rate of a given soil stratum. We recommend the designer use a commercial software program such as "Ponds" or "Modret" in order to evaluate these pond/swales.

At the boring locations, the majority of the near surface soils appear to be moderately to rapidly permeable fine sands [SP] to depths of approximately 3 to 5 feet bls. However, the underlying clayey fine sands [SC] and fine sands with clay [SP-SC] strata encountered are relatively impermeable and should be considered as aquicludes (i.e. bottom of surficial aquifer) in retention pond/swale design.

We estimate that the site surficial sands (above the groundwater table) would exhibit a fillable porosity of approximately N = 25%. For dry retention systems to be used at this project, we recommend that the site be filled/contoured to allow pond/swale bottom levels of at least 1 foot above the estimated wet seasonal high groundwater levels.

Please note that the action of earthmoving equipment tends to densify the subsoils at the bottom of pond/swale level during retention pond/swale construction; somewhat reducing their permeability rate. Hence, we recommend that the permeability rates of the existing surficial sands [SP] listed in Table III be reduced by at least 25% in the actual pond design.

After the configuration of the proposed retention basin and swales are further defined, Universal should be allowed to review the proposed plans, so that recommendations for any necessary additional borings and/or laboratory testing can be formulated.

12.1 SUITABILITY OF THE SITE SOILS FOR USE AS FILL MATERIALS

Structural fill should be densified to at least 95 percent of the Modified Proctor test maximum dry density of the soil (ASTM D 1557) and tested for compaction and approved before the placement of subsequent lifts. A discussion of the types of soil typically encountered within the general area of the site and their requirements for reuse as fill is provided below. Please note that the soil type designations listed below (e.g. A, B, C, D, E) are based on guidelines developed by Universal and should not be confused with similar type designators used by other entities.

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TYPE A - "Clean" fine sands [SP] which have less than 5 percent soil fines are the most desirable for as engineered fill because they drain freely when excavated from beneath the groundwater table, and they are not as susceptible to moisture related instability. These soils may be placed and compacted as structural fill for support of any proposed foundations, floor slabs, or pavement areas.

TYPE B - Fine sands with silt/clay [SP-SM, SP-SC] which contain between 5 and 12 percent fines are good sources of engineered fill, but require some extra care during placement and compaction. The moisture content of these soils should not be higher than optimum during placement and compaction in order to avoid problems caused by moisture related instability. These soils drain fairly well, but may require dewatering prior to excavation or some stockpiling and aeration time when excavated from below the groundwater level. These soils may be placed and compacted similarly to "clean" fine sands.

TYPE C – Clayey/silty fine sands [SC, SM] which contain between 12 and 35 percent fines may also be used as structural fill, however, when encountered below the water table, these soils are very difficult to use due to their extreme sensitivity to water. Extensive/excessive efforts may be required to dry these materials to near optimum moisture content, as determined by the modified proctor test (ASTM D-1557), prior to compactive efforts becoming effective. Moisture control and densification is typically very difficult when using these soils; therefore, alternate methods may be necessary to achieve the required compaction.

TYPE D – Clays [SC-CH], silts [SM-MH], clayey fine sands [SC], and silty fine sands [SM] which contain over 35 percent fines are not recommended for use as structural fill in this geographical region. If desired, special considerations can be made if use of these soils is absolutely necessary.

TYPE E – Organic (muck) [OH] soils are not recommended for structural fill due to their compressibility and extreme sensitivity to high moisture conditions. However, these materials might be useful as fill in non-structural areas and as "topsoils" within landscaping areas after being adjusted for pH and other factors.

If materials at this site are to be used as sources of borrow fill, then we recommend that the existing layers of Type A soils be stockpiled for later use as structural fill in areas that are difficult to compact or require a higher permeability rate.

The Type B soils can also be used as structural fill but may require considerable drying before use. Such materials are much more moisture sensitive and much less permeable than clean fine sands and will also require a more rigid monitoring and testing program during placement and compaction.

Type A & B soils were mostly encountered from the surface to an approximate depth of 4 to 6 feet bls at the boring locations. These were underlain to a depth of about 17 feet bls by Type C soils.

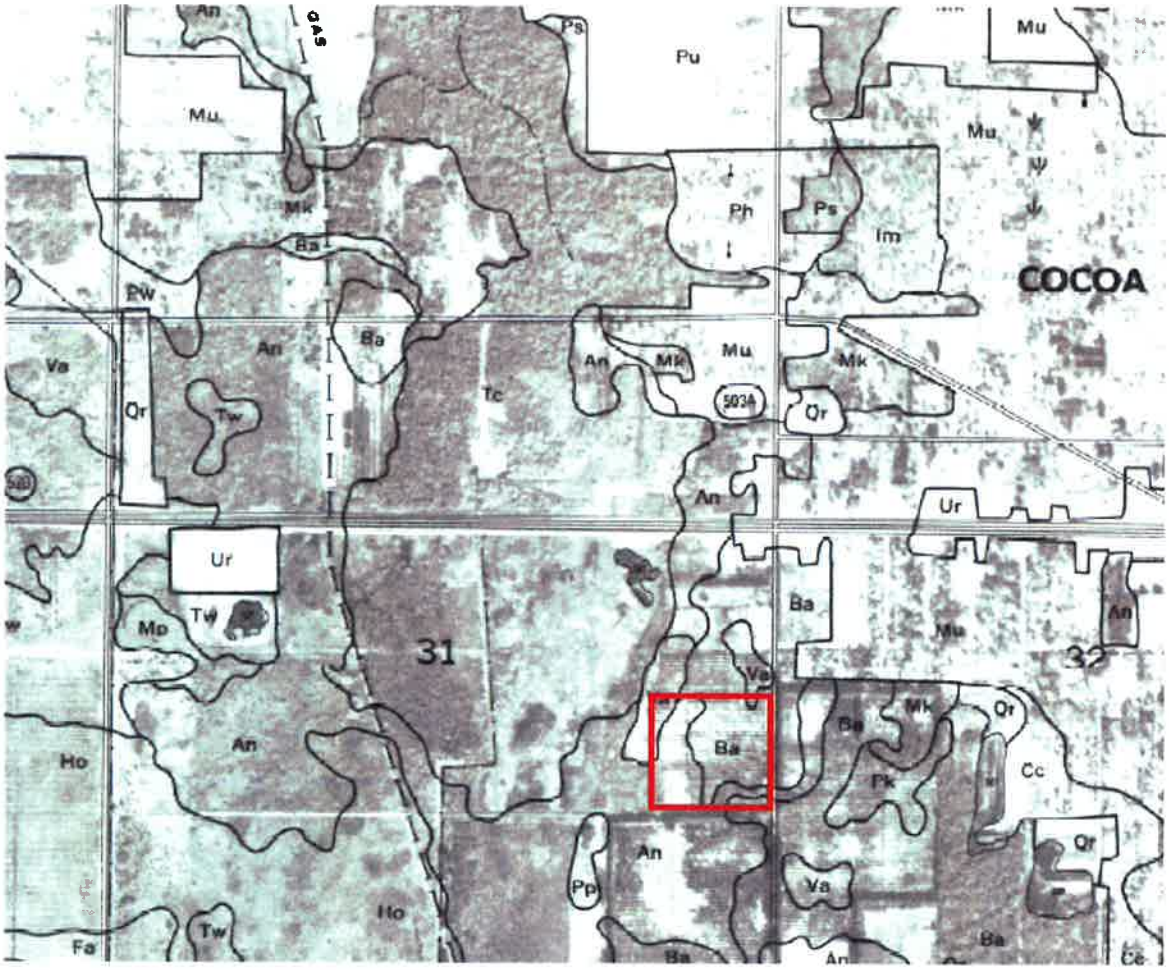
13.0 CLOSURE

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project and look forward to providing follow up explorations and geotechnical engineering analyses as the project progresses through the design phase. If you have any questions concerning this report or when we may be of any further service, please contact us.

* * * * * * *

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FIGURES



Source: USDA Soil Survey of Brevard County, Florida (1974)

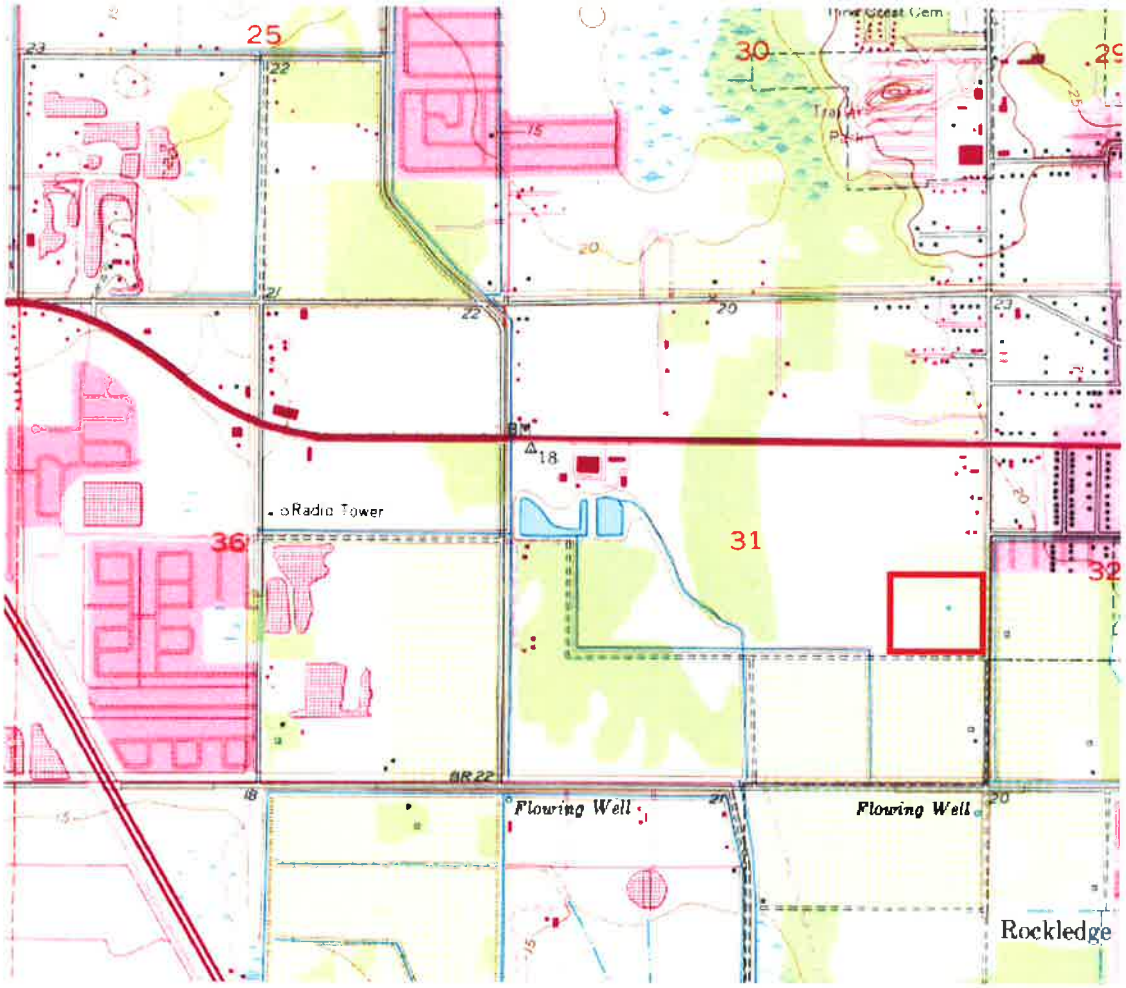
Approximate Project Location

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PROPOSED RETENTION BASIN & SWALES
LAKESIDE PALMS WEST SUBDIVISION
COCOA, BREVARD COUNTY, FLORIDA

BREVARD COUNTY SOIL SURVEY

DRAWN BY: JRB	DATE: May 4, 2018	CHECKED BY: BF	DATE: May 4, 2018
SCALE: NTS	PROJECT NO: 0330.1800053.0000	REPORT NO: 1565409	PAGE NO: Figure No.: 1



Source: USGS Lake Poinsett
7.5 Minute Topographic Quadrangle
(1953), Photo-Revised 1970

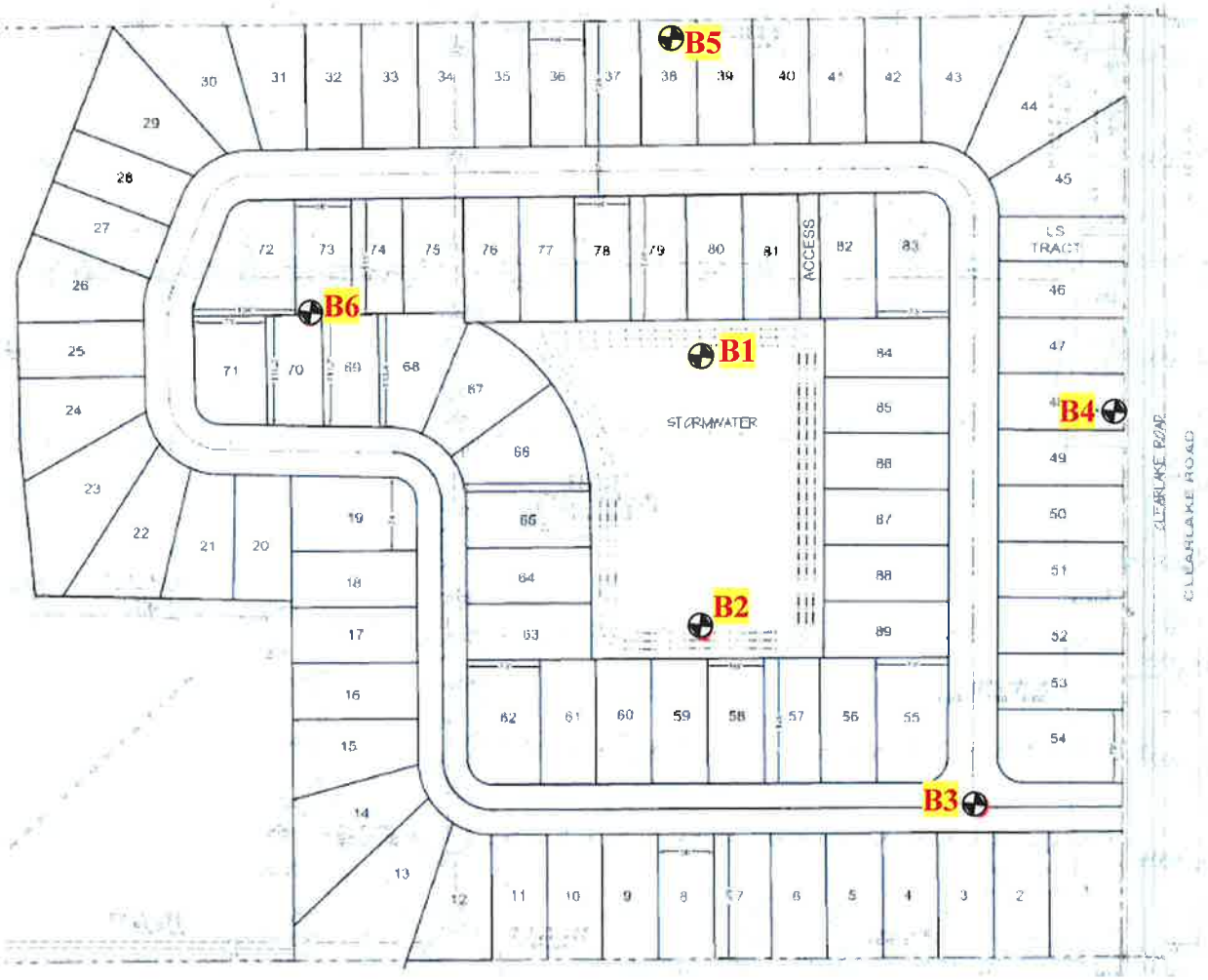
Approximate Project Location

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PROPOSED RETENTION BASIN & SWALES
LAKESIDE PALMS WEST SUBDIVISION
COCOA, BREVARD COUNTY, FLORIDA

USGS TOPOGRAPHIC SURVEY

DRAWN BY: JRB	DATE: May 4, 2018	CHECKED BY: BF	DATE: May 4, 2018
SCALE: NTS	PROJECT NO: 0330.1800053.0000	REPORT NO: 1565409	PAGE NO: Figure No.: 2



Approximate SPT Boring Location

Note: Figure is based upon a drawing by Morgan & Associates, Inc.

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PROPOSED RETENTION BASIN & SWALES
LAKESIDE PALMS WEST SUBDIVISION
COCOA, BREVARD COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY: JRB	DATE: May 4, 2018	CHECKED BY: BF	DATE: May 4, 2018
SCALE: 1"=200'	PROJECT NO: 0330.1800053.0000	REPORT NO: 1565409	PAGE NO: Figure No.: 3

APPENDIX A

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B1** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): **3.0**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		4-4-8	12	▼				3.0	6.3		
							fine SAND with clay, brown, [SP-SC]				
		9-7-6	13								
5		3-3-2	5				**clayey fine SAND**, grey, [SC]				
		3-2-1	4								
		1-1-1	2								
10		1-2-2	4								
15		2-2-2	4								
							fine SAND with silt, gray, [SP-SM]				
20		6-12-14	26				BORING TERMINATED AT 20'				

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B2** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): **5.2**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		3-6-8	14								
		6-8-8	16				**fine SAND with clay**, brown, [SP-SC]				
5				▼							
		6-4-1	5								
							clayey fine SAND, grey, [SC]				
		1-1-2	3								
		1-2-1	3								
10		1-1-2	3								
15		3-5-5	10				BORING TERMINATED AT 15'				
20											

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B3** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): **7.7**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		4-8-12	20								
		12-11-7	18				**clayey fine SAND**, grey, [SC]				
5		5-6-5	11					14.3	20.4		
		3-3-3	6	▼							
		3-2-2	4								
10		2-2-3	5								
15		4-5-12	17				BORING TERMINATED AT 15'				
20											

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B4** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): **6.2**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		3-6-10	16								
		8-8-6	14								
5		6-4-3	7	▼			**fine SAND with clay**, brown, [SP-SC]	10.2	20.1		
							clayey fine SAND, grey, [SC]				
		1-2-1	3								
		1-1-2	3								
10		2-2-3	5								
15		2-2-2	4								
							fine SAND with silt, gray, [SP-SM]				
20		7-11-15	26				BORING TERMINATED AT 20'				

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B5** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): **3.8**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./ HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		4-5-6	11								
		5-7-4	11	▼							
							fine SAND with clay, brown, [SP-SC]				
5		3-4-3	7								
							clayey fine SAND, grey, [SC]				
		3-2-3	5								
		1-2-2	4								
10		2-2-2	4								
15		1-3-5	8				BORING TERMINATED AT 15'				
20											

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.1800053.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Lakeside Palms West Subdivision - Retention Basins**
Clearlake Road
Rockledge, Florida

BORING DESIGNATION: **B6** SHEET: **1 of 1**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

CLIENT:

LOCATION: **SEE BORING LOCATION PLAN**

REMARKS:

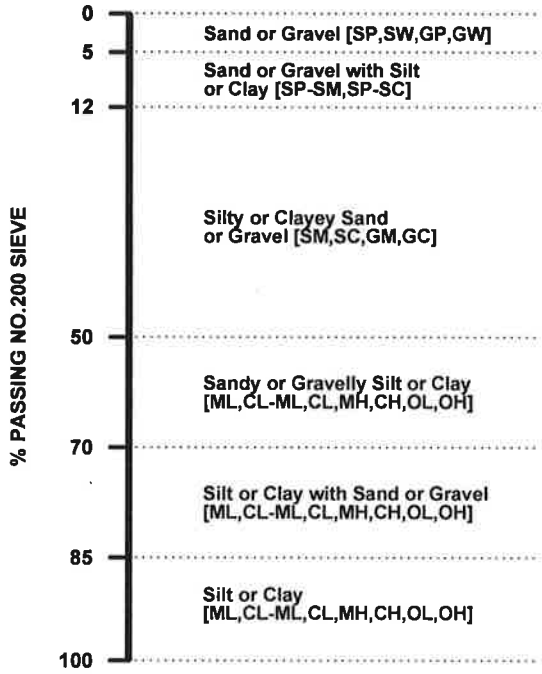
G.S. ELEVATION (ft):
WATER TABLE (ft): **2.3**
DATE OF READING: **4/27/2018**
EST. W.S.W.T. (ft):

DATE STARTED: **4/26/18**
DATE FINISHED: **4/26/18**
DRILLED BY: **PM,OR**
TYPE OF SAMPLING:

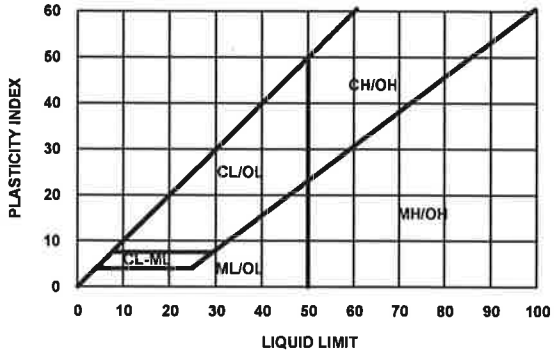
DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and traces of roots (Topsoil)**, dark brown, [SP-SM]				
							fine SAND, brown, [SP]				
		4-6-8	14	▼							
							fine SAND with clay, brown, [SP-SC]				
		8-5-5	10								
5		3-2-1	3				**clayey fine SAND**, grey, [SC]				
		1-1-2	3								
		1-2-1	3								
10		1-2-1	3								
15		2-2-3	5				BORING TERMINATED AT 15'				
20											

STANDLOG

KEY TO BORING LOGS
SOIL CLASSIFICATION CHART*



UNIVERSAL ENGINEERING SCIENCES, INC.



PLASTICITY CHART

GROUP NAME AND SYMBOL

COARSE GRAINED SOILS

- WELL-GRADED SANDS [SW]
- POORLY-GRADED SANDS [SP]
- POORLY-GRADED SANDS WITH SILT [SP-SM]
- POORLY-GRADED SANDS WITH CLAY [SP-SC]
- SILTY SANDS [SM]
- CLAYEY SANDS [SC]
- SILTY CLAYEY SANDS [SC-SM]
- WELL-GRADED GRAVELS [GW]
- POORLY-GRADED GRAVELS [GP]
- POORLY-GRADED GRAVELS WITH SILT [GP-GM]
- POORLY-GRADED GRAVELS WITH CLAY [GP-GC]
- SILTY GRAVELS [GM]
- CLAYEY GRAVELS [GC]

FINE GRAINED SOILS

- INORGANIC SILTS SLIGHT PLASTICITY [ML]
- INORGANIC SILTY CLAY LOW PLASTICITY [CL-ML]
- INORGANIC CLAYS LOW TO MEDIUM PLASTICITY [CL]
- INORGANIC SILTS HIGH PLASTICITY [MH]
- INORGANIC CLAYS HIGH PLASTICITY [CH]

HIGHLY ORGANIC SOILS

- ORGANIC SILTS/CLAYS LOW PLASTICITY [OL]**
- ORGANIC SILTS/CLAYS MEDIUM TO HIGH PLASTICITY [OH]**
- PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS [PT]**

IN ACCORDANCE WITH ASTM D 2487 - UNIFIED SOIL

* CLASSIFICATION SYSTEM.

** LOCALLY MAY BE KNOWN AS MUCK.

RELATIVE DENSITY

(SAND AND GRAVEL)

VERY LOOSE - 0 to 4 Blows/ft.
LOOSE - 5 to 10 Blows/ft.
MEDIUM DENSE - 11 to 30 Blows/ft.
DENSE - 31 to 50 Blows/ft.
VERY DENSE - more than 50 Blows/ft.

CONSISTENCY

(SILT AND CLAY)

VERY SOFT - 0 to 2 Blows/ft.
SOFT - 3 to 4 Blows/ft.
FIRM - 5 to 8 Blows/ft.
STIFF - 9 to 16 Blows/ft.
VERY STIFF - 17 to 30 Blows/ft.
HARD - more than 30 Blows/ft.

NOTES:
8* - DENOTES DYNAMIC CONE PENETROMETER (DCP) VALUE
R - DENOTES REFUSAL TO PENETRATION
P - DENOTES PENETRATION WITH ONLY WEIGHT OF DRIVE HAMMER
N/E - DENOTES GROUNDWATER TABLE NOT ENCOUNTERED

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

EXHIBIT 1

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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Reference No: 563410



September 21, 2018

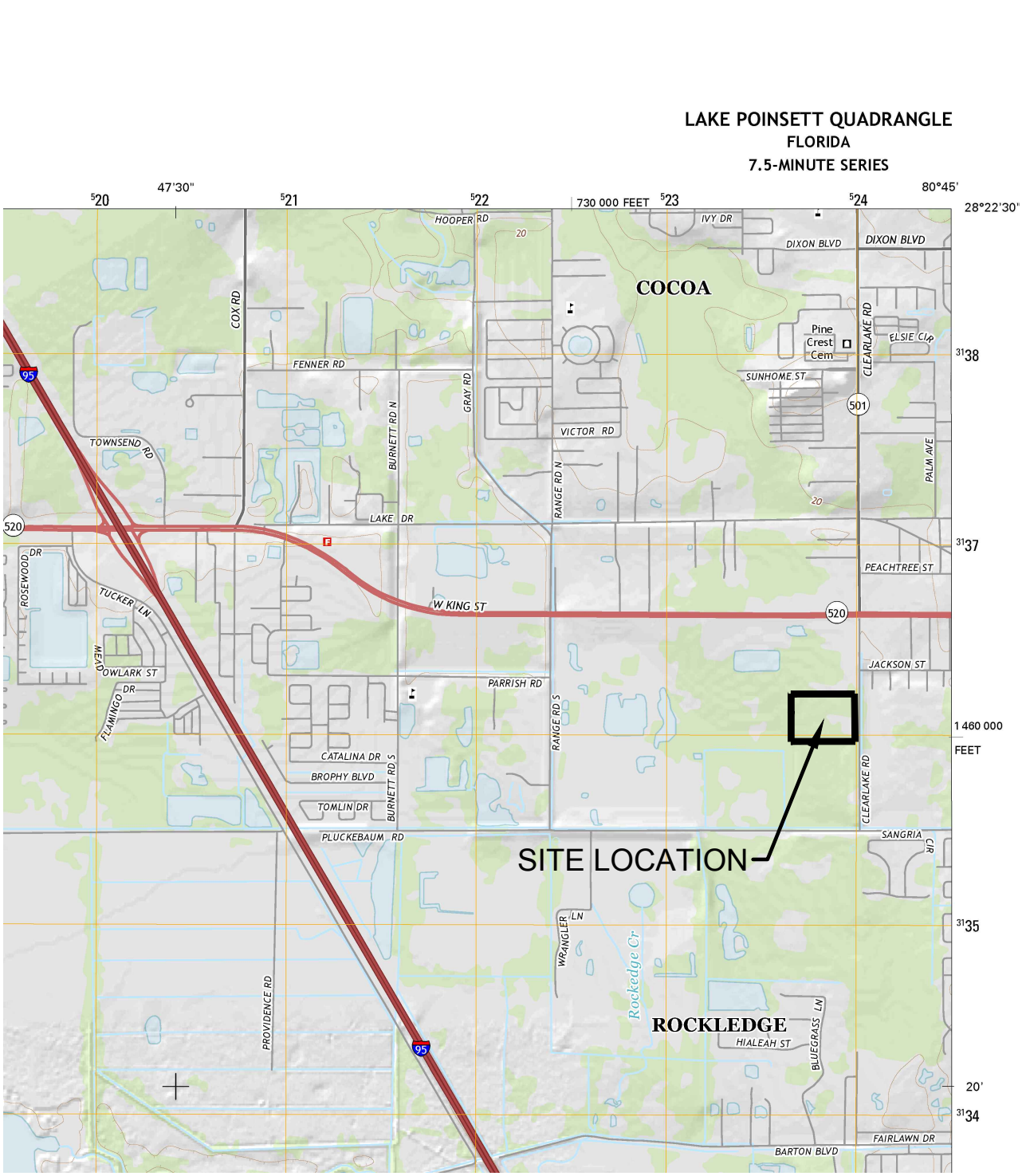
County : BREVARD
STR : 31,24S,36E
Parcel(s) : 24 3631-00-750

1:2,644

0 0.0225 0.045 0.09 mi

0 0.035 0.07 0.14 km

N W E S



SECTION 31 TOWNSHIP 24S, RANGE 36E
SOURCE: USGS.GOV

USGS TOPO MAP FOR LAKESIDE PALMS WEST SUBDIVISION CLEARLAKE RD

COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-03 DRAWN BY: LLM DATE: 08/06/2018

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

LAKESIDE PALMS WEST SUBDIVISION

CLEARLAKE ROAD
COCOA, FLORIDA

SHEET INDEX

CIVIL	
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	EXISTING CONDITIONS, DEMOLITION & EROSION CONTROL PLAN
C-4	SITE PLAN
C-5	PAVING, GRADING & DRAINAGE PLAN
~~C-6~~	~~UTILITY PLAN - SANITARY SEWER~~
~~C-7~~	~~UTILITY PLAN - WATER & REUSE~~
C-8	PLAN & PROFILE - STA 10+00 TO 16+00
C-9	PLAN & PROFILE - STA 16+00 TO 21+00
C-10	PLAN & PROFILE - STA 21+00 TO 27+00
C-11	PLAN & PROFILE - STA 27+00 TO 32+50
C-12	PLAN & PROFILE - STA 32+50 TO 37+00
C-13	PLAN & PROFILE - STA 37+00 TO 39+00
C-14	CROSS SECTIONS
~~C-15~~	~~NOT USED~~
C-16	DETAILS
~~C-17~~	~~CITY OF COCOA WATER DETAILS~~
~~C-18~~	~~CITY OF COCOA SEWER DETAILS~~
~~C-19~~	~~CONSTRUCTION DETAILS~~
~~C-20~~	~~LIFT STATION DETAILS~~
~~C-21~~	~~MAINTENANCE OF TRAFFIC DETAILS~~
~~C-22~~	~~BREVARD COUNTY STANDARD DEVELOPMENT NOTES~~

~LEGEND~

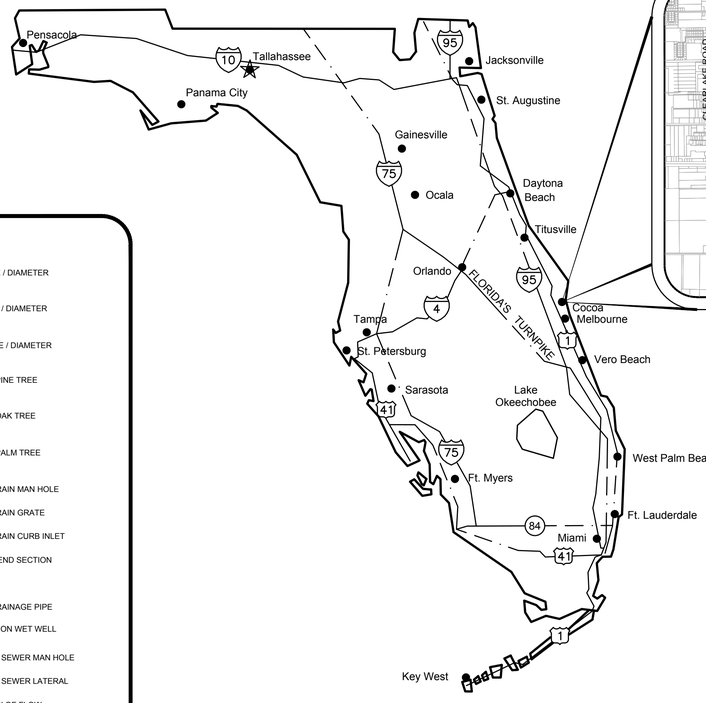
(C) = CALCULATED
(D) = DEED
(R) = RECORD
(M) = MEASURED
(P) = PLAT
A/C = AIR CONDITIONING
BFP = BACKFLOW PREVENTER
BFV = BUTTERFLY VALVE
BO = BLOW OFF
C.B.S. = CONCRETE BLOCK & STUCCO
℄ = CENTERLINE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED POLYETHYLENE PIPE
CONC. = CONCRETE
DBI = DITCH BOTTOM INLET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

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

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

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

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VICINITY MAP
SCALE: 1" = 3500'

SITE INFORMATION:

GENERAL STATEMENT

CONSTRUCT A 86 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION

PROPERTY DETAILS

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

LEGAL DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.
CONTAINING: 27.922 ACRES, MORE OR LESS.

CONTACTS:

DEVELOPER / OWNER:
LAKESIDE PALMS, LLC.
317 RIVER EDGE BLVD UNIT #100
COCOA, FL 32922

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

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

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

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

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

ENGINEER/SURVEYOR:

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

REVISIONS

1	
2	
3	
4	
5	
6	
7	

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
IT'S FAST. IT'S FREE. IT'S THE LAW.
WWW.CALLSUNSHINE.COM

DATE: 2-1-2018
Drawing #: 2016-79 WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-1
Sheet 1 of 22

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

DEFINITIONS

1. THE WORD "OWNER" SHALL MEAN "LAKESIDE PALMS , LLC."

2. THE PHRASE "ENGINEER OF RECORD" SHALL REFER TO MORGAN & ASSOCIATES, INC.

GENERAL NOTES

1. *BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC. DATED MARCH 1, 2017. ELEVATIONS SHOWN THEREON ARE BASED ON NAVD88.*

2. THE CONTRACTOR MUST THOROUGHLY REVIEW THIS PLAN SO AS TO BE PREPARED TO PRESENT HIS BID PRICES IN THE CONTRACT DOCUMENTS. THE PLAN SUFFICIENTLY DELINEATES THE SCOPE AND INTENT OF THE WORK TO BE COMPLETED. IT WILL THEREFORE BE INCUMBENT ON THE CONTRACTOR TO ADJUST HIS FEE TO REFLECT ANY AND ALL ITEMS WHICH MAY NOT BE INDICATED, BUT WHICH ARE NECESSARY TO SUCCESSFULLY COMPLETE THIS PROJECT WITHOUT ADDITIONAL COST TO THE OWNER.

3. EXISTING UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR. ANY UTILITIES DAMAGED BY THIS CONSTRUCTION WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.

4. ALL INFORMATION DEPICTED ON THESE DRAWINGS ARE GRAPHIC REPRESENTATIONS ONLY AND SHOULD NOT BE SCALED.

5. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR LINES SO THEIR OWNER'S REPRESENTATIVES MAY BE PRESENT PRIOR TO CONSTRUCTION.

6. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND PLAN CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.

7. UTILITIES ARE TO BE ADJUSTED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. ALL UTILITIES WITHIN THE ROADWAY STABILIZATION ARE TO BE ADJUSTED BY UTILITY OWNERS. STEEL LINES MAY REMAIN IN PLACE. ADDITIONAL BASE PROTECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.D.O.T. INDEX #205.

8. LANDSCAPING, OR ANY OTHER OBSTRUCTION, SHALL NOT BE LOCATED WITHIN 7.5' TO THE FRONT AND SIDES OR 4.5 FEET TO THE REAR OF ANY FIRE HYDRANT OR ANY FIRE DEPARTMENT CONNECTION.

9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST REVISED AND APPROVED PLANS FROM THE DESIGN FIRM. ANY QUESTIONS AND OR DESIGN DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

10. THE CONTRACTOR IS RESPONSIBLE FOR CHECKING DIMENSIONS AND SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

11. ALL CONSTRUCTION MUST COMPLY WITH THE CURRENT FLORIDA BUILDING CODE AND SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED RULES AND ORDINANCES OF CITY OF COCOA. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS BEFORE THE COMMENCEMENT OF CONSTRUCTION.

12. THE CONTRACTOR MUST NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNSUITABLE FOR CONSTRUCTION ARE ENCOUNTERED. ALL EXCAVATED MATERIALS DEEMED UNSUITABLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE.

13. ITEMS IN CONFLICT WITH THE CONSTRUCTION OF THE DESIGN SUCH AS EXISTING SIDEWALKS, PAVEMENT, DRAINAGE STRUCTURES, AND EXCESS EXCAVATION ARE TO BE REMOVED BY THE CONTRACTOR. THE DISPOSAL OF SUCH ITEMS MUST BE DONE IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE.

14. WHEN REFERENCED TO F.D.O.T. REFERS TO 2016 FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.

15. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN EXISTING.

16. PROPERTY OWNERS AND BUSINESSES WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTIES AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION.

17. ALL PIPING TO DRAINAGE AND SANITARY SEWER STRUCTURES ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

18. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE.

19. ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIDEWALKS, BY THE CONTRACTOR MUST BE REPLACED PRIOR TO FINAL INSPECTION. SIDEWALK PATCHING IS NOT ACCEPTABLE.

20. ALL UTILITIES (ELECTRICAL, CABLE, TELEPHONE, ETC.) SHALL BE UNDERGROUND.

21. CONTRACTOR IS RESPONSIBLE TO PROTECT AND/OR REPLACE ALL SURVEY MONUMENTATION WITHIN THE PROJECT LIMITS BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

22. SIDEWALK SHALL BE ADA ACCESSIBLE WITH RUNNING SLOPES NO STEEPER THAN 1:20, CROSS SLOPE 0.02 OR FLATTER, AND CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #304.

23. LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.

24. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS OTHERWISE NOTED.

25. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH REQUIREMENTS OF THE VARIOUS PERMITS INCLUDED IN THE BID SPECIFICATIONS. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE PLANS AND/OR DESIGNATED BY THE ENGINEER.

26. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND ANY SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

27. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMIT AND BONDS PRIOR TO CONSTRUCTION.

28. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL DETERMINE LOCATIONS AND INVERTS OF EXISTING UTILITIES AND TAKE PROTECTIVE MEASURES WHEN NECESSARY PRIOR TO PROCEEDING WITH THE DEMOLITION PLAN.

2. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH PROJECT CONSTRUCTION. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE/UTILITY CONFLICTS EXIST. INFORMATION ON CONFLICTS IS TO BE SUBMITTED TO THE OWNER'S REPRESENTATIVE AS SOON AS POSSIBLE AFTER DISCOVERY FOR RESOLUTION.

3. ALL AREAS DISTURBED IN THE RIGHT OF WAY SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER.

4. CONTRACTOR TO IMPLEMENT "STREET SWEEPING & VACUUMING" AS NEEDED. CLEAN DIRT FROM ROADWAYS DAILY.

5. CONTRACTOR SHALL EMPLOY SAFETY AND ROADWAY ENTRY AND EXIT PLANS ON A DAILY/WEEKLY BASIS.

6. WHEN CONTRACTOR UTILIZES CONSTRUCTION PHASES HE SHALL BE RESPONSIBLE FOR ADDITIONAL ON-SITE BMP'S AS DEEMED NECESSARY, AND MUST BE APPROVED BY JURISDICTIONAL AUTHORITIES.

7. STOCK PILES SHALL BE ENCOMPASSED WITH SILT FENCE, NOT TO EXCEED 35' IN HEIGHT & NOT BE LOCATED NEAR SITE PERIMETER. LOCATION & SLOPE TO BE APPROVED BY MUNICIPAL INSPECTOR & OTHER JURISDICTIONAL AUTHORITIES AS REQUIRED.

EARTHWORK & SITE PREPARATION

1. PER NPDES REQUIREMENTS THE CONTRACTOR IS RESPONSIBLE FOR PROVIDED DESIGNATED WASHOUT AREAS FOR CONCRETE, STUCCO, ETC. THESE SHOULD BE DESIGNATED ON THE PLANS PRIOR TO CONSTRUCTION AND VERIFIED AT THE PRE-CONSTRUCTION MEETING.

2. ALL EXISTING TREES, BRUSH, ROOTS, WEEDS, WITHIN THE CONSTRUCTION LIMITS ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE DIRECTED. PERSONAL PROPERTY NOT CLAIMED BY HOMEOWNERS WITHIN R/W AFTER 2 WEEK NOTIFICATION BY CONTRACTOR SHALL BE REMOVED UNDER CLEARING AND GRUBBING PAY ITEM.

3. PROOF-ROLL THE CLEARED SURFACE TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR NEAR-SURFACE SOILS, TO INCREASE THE DENSITY OF THE VERY LOOSE TO LOOSE FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOIL (AS REQUIRED). IF DEEMED NECESSARY, IN AREAS THAT CONTINUE TO "YIELD", REMOVE ALL DELETERIOUS MATERIAL AND REPLACE WITH CLEAN, COMPACTED SAND BACKFILL. THE PROOF-ROLLING SHOULD OCCUR AFTER CUTTING AND BEFORE FILLING.

4. A DENSITY EQUIVALENT TO 98 PERCENT OF THE STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE CROSSING AREA MUST BE ACHIEVED BENEATH THE STRIPPED GROUND SURFACE. ADDITIONAL PASSES AND/OR OVER EXCAVATION AND RECOMPACTION MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED. THE SOIL MOISTURE SHOULD BE ADJUSTED AS NECESSARY DURING COMPACTION.

5. STRUCTURAL FILL SHOULD CONSIST OF INORGANIC, NON-PLASTIC, GRANULAR SOILS CONTAINING LESS THAN 10% (BY WEIGHT) OF MATERIAL PASSING THE #200 SIEVE (RELATIVELY CLEAN SAND WITH UNIFIED SOIL CLASSIFICATION OF SP, SP-SM, SW, OR SW-SM). THE EXISTING FINE SAND AND SLIGHTLY FINE SAND ARE CONSIDERED TO BE ACCEPTABLE FOR USE AS STRUCTURAL FILL, EXCLUDING ANY NEAR SURFACE TOPSOILS OR ORGANIC MATERIALS. BACKFILL MATERIAL PLACED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES IN THICKNESS, AND COMPACTED TO A MINIMUM DENSITY OF OF 98% OF THE STANDARD PROCTOR (ASTM D-698) IF HAND HELD COMPACTION EQUIPMENT IS USED THE LIFT THICKNESS SHOULD BE REDUCED TO 6 INCHES. IF THE EXCAVATION EXTENDS BELOW THE GROUND WATER LEVEL, THE EXCAVATION SHOULD BE DEWATERED PRIOR TO BACKFILLING. THE DEWATERING OPERATION SHOULD BE A WELLPOINT OPERATION AND SHOULD OPERATE CONTINUOUSLY UNTIL THE FILL HAS BEEN BROUGHT TO AT LEAST TWO (2) FEET ABOVE THE ORIGINAL GROUND WATER LEVEL. PRIOR TO INITIATING COMPACTION, REPRESENTATIVE SAMPLES OF THE FILL MATERIALS TO BE USED, AS WELL AS ACCEPTABLE EXPOSED IN-PLACE SOILS, SHALL BE COLLECTED AND TESTED TO DETERMINE THEIR COMPACTION AND CLASSIFICATION CHARACTERISTICS.

6. WHEN DEWATERING IS REQUIRED, THE CONTRACTOR IS TO SUPPLY THE CITY OF COCOA STORMWATER DIVISION A COPY OF THE DEWATERING PERMIT, IF REQUIRED, A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY.

7. BASED ON THE GROUNDWATER CONDITIONS ENCOUNTERED, THE CONTROL OF THE GROUNDWATER WILL BE REQUIRED TO ACHIEVE THE NECESSARY STRIPPING AND SUBSEQUENT CONSTRUCTION, BACKFILLING, AND COMPACTION REQUIREMENTS PRESENTED IN THE PRECEDING SECTIONS. THE DEWATERING OPERATION SHALL DRAW DOWN THE WATER TABLE SUFFICIENTLY, 2 TO 3 FEET, BELOW THE BOTTOM OF ANY EXCAVATION OR COMPACTION SURFACE TO PRECLUDE "PUMPING" AND/OR COMPACTION-RELATED PROBLEMS WITH THE FOUNDATION SOILS. IF WELL POINT SYSTEM IS USED, ALL WELL POINT HOLES SHALL BE SANDED AND COMPACTED DURING AND AFTER WELL POINT USE. COST IS TO BE INCLUDED IN COST OF PIPE AND STRUCTURES.

8. A REPRESENTATIVE NUMBER OF IN-PLACE FIELD DENSITY TESTS SHOULD BE PERFORMED IN THE COMPACTED EXISTING SOILS AND IN EACH 1' LIFT OF FILL MATERIAL OR BACKFILL TO CONFIRM THAT THE REQUIRED DEGREE OF COMPACTION HAS BEEN ACHIEVED. AT LEAST ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 250 FEET OF COMPACTED EXISTING SOIL, SUBGRADE, AND EACH LIFT OF CONTROLLED FILL.

9. ANY DEEP EXCAVATIONS OR TRENCHES REQUIRED FOR THIS PROJECT SHALL BE ADEQUATELY SHORED TO PREVENT THE SANDY ON-SITE SOILS FROM COLLAPSING INTO THE EXCAVATIONS. ALL APPLICABLE OSHA STANDARDS AND REGULATIONS SHOULD BE ADHERED TO FOR THE SAFETY OF PROJECT CONSTRUCTION PERSONNEL. CONTRACTOR SHALL COMPLY WITH TRENCH SAFETY ACT. ALL COSTS PER SQUARE FOOT FOR SPECIAL SHORING REQUIREMENTS SHALL BE INCORPORATED INTO THE RELATED ITEMS ON THE BID FORMS.

PRECONSTRUCTION RESPONSIBILITIES

1. THE CONTRACTOR IS TO ARRANGE AND ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY OF COCOA PRIOR TO BEING ISSUED A NOTICE TO PROCEED AND PROVIDE A COPY OF THE NOI/CGP TO THE CITY OF COCOA STORMWATER DIVISION A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO BEGINNING ANY CONSTRUCTION.

2. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN PLACE AND INSPECTED BY THE CITY OF COCOA STORMWATER DIVISION PRIOR TO ANY OTHER CLEARING, GRUBBING, OR DEMOLITION ACTIVITIES.

3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

4. THE CONTRACTOR SHALL OBTAIN A SUNSHINE CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION, CALL 1-800-432-4770.

5. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).

INSPECTIONS

1. THE CONTRACTOR IS TO CONTACT THE CITY OF COCOA'S PUBLIC WORKS DEPARTMENT AND ANY OTHER RELEVANT CITY DEPARTMENTS, AS REQUIRED, FOR THE INSPECTIONS IN ADDITION TO THE ENGINEER OF RECORD.

2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:
   - 2.1. CLEARING AND FILLING
   - 2.2. STORM DRAINAGE SYSTEM
   - 2.3. LIMEROCK BASE, OR COQUINA BASE
   - 2.4. ASPHALTIC CONCRETE
   - 2.5. FINAL

SHOP DRAWINGS

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

DRAINAGE NOTES

1. CONTRACTOR TO PROVIDE A PRE-CONSTRUCTION VIDEO SHOWING EXISTING CONDITIONS PER CITY OF COCOA REQUIREMENTS.

2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STORM DRAINAGE STRUCTURES TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL, PRIOR TO ORDERING MATERIALS.

3. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST REVISION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY AND TRAFFIC DESIGN STANDARDS".

4. PIPE LENGTHS INDICATED ON PLANS ARE FROM INSIDE WALL TO INSIDE WALL OF STRUCTURES. MITERED, AND FLARED END SECTIONS ARE NOT INCLUDED IN PIPE LENGTH.

5. ALL PAVEMENT CONSTRUCTION, MATERIALS, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTION AS DEPICTED ON THE PLANS, AND THE LATEST REVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

6. ALL INLET/MANHOLE - PIPE JOINTS SHALL BE FILLED WITH NON-SHRINK GROUT, COVERED WITH AN ASPHALTIC MASTIC COATING, AND WRAPPED WITH A FILTER FABRIC MATERIAL.

7. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND TO FDOT TOLERANCES AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.

8. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED, SEED, AND MULCHED 5:1 SLOPES OR FLATTER, SOD STEEPER SLOPES, UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL UTILIZE METHODS TO CONTROL SURFACE WATER DURING DEWATERING AND ROADWAY PREPARATION, INCLUDING TEMPORARY SWALES, BERMS, ETC., TO MINIMIZE THE IMPACT OF RAIN DELAYS ON THE PROJECT SCHEDULE.

10. SITE DRAINAGE AND CONSTRUCTION IMPROVEMENTS SHALL NOT ADVERSELY IMPACT ADJOINING PROPERTIES AND/OR ROADWAYS.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING PUBLIC ROADWAY, CURBS, GUTTERS, SIDEWALKS, DRAINAGE SYSTEMS, AND UTILITIES AS A DIRECT RESULT OF NEW CONSTRUCTION. ROAD IMPROVEMENTS SUCH AS BUT NOT LIMITED TO RESURFACING MAYBE REQUIRED.

PAVING

1. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.

2. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT AND REMOVED 12 INCHES FROM THE EDGE OF THE TRAVEL LANE TO OFFSET THE ASPHALT/BASE COURSE JOINT.

3. BASE COURSE SHALL BE CRUSHED LIMEROCK OR COQUINA IN ACCORDANCE WITH SECTION 200 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017.

4. ASPHALT SURFACES SHALL BE TYPE S-III ASPHALTIC CONCRETE IN ACCORDANCE WITH SECTION 331 OF THE FDOT STANDARD SPECIFICATIONS, 2016 EDITION, UNLESS OTHERWISE SPECIFIED ON THE PLANS.

5. SUBGRADE FOR ROADWAY SHALL BE A MINIMUM 8 INCHES THICK (UNLESS OTHERWISE INDICATED) AND SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), AND SHALL HAVE A MINIMUM LBR 40.

6. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" PLACED IN TWO - 4" LIFTS ON A SINGLE LAYER FOR STREETS. BASE COURSE MATERIAL SHALL HAVE A MINIMUM LBR 100, UNLESS OTHERWISE INDICATED.

7. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.

8. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT STANDARDS SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE.

9. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE, NOR 0.1 FT. FROM PROPOSED FINISHED GRADE ELEVATIONS AS DEPICTED ON THE DESIGN DRAWINGS. ANY IRREGULARITIES EXCEEDING THESE LIMITS SHALL BE CORRECTED BY SCARIFYING TO A DEPTH OF THREE (3) INCHES, REMOVING OR ADDING ROCK AS MAY BE REQUIRED, AND WATERING, ROLLING AND COMPACTING THE SCARIFIED AREA.

10. ALL CONCRETE USED IN CONSTRUCTION SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5 FT CENTERS AND EXPANSION JOINTS PLACED ON 75 FT CENTERS.

11. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA.

12. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS WHICH ARE TO BE PAID BY THE CONTRACTOR.

EROSION CONTROL

1. THE CONTRACTOR MUST SELECT, IMPLEMENT, AND OPERATE ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF WATER QUALITY STANDARD PER STATE OF FLORIDA. THE CONTRACTOR IS ENCOURAGED TO USE APPROPRIATE BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROLS AS DESCRIBED IN THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DER, 1988).

2. THE MINIMUM STANDARD FOR ESTABLISHED STABILIZED SOILS IS A 70% GRASS STAND. APPROVAL FROM THE CITY OF COCOA IS REQUIRED PRIOR TO REMOVING ANY STORMWATER OR EROSION CONTROL BMP'S.

3. ALL EROSION CONTROL/WATER QUALITY DEVICES SHALL BE IN ACCORDANCE WITH INDEXES 102 AND 103 OF THE LATEST EDITION OF THE FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS". TURBIDITY BARRIERS SHALL BE INSTALLED AT ALL OFFSITE DISCHARGE POINTS. ALL EROSION CONTROL/WATER QUALITY DEVICES SHALL BE LEFT IN PLACE UNTIL THE DISTURBED AREAS ARE COMPLETELY STABILIZED AND/OR VEGETATED.

4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SOIL MOISTURE TO PREVENT WIND GENERATED SOIL EROSION. ALL SURFACES 30 OR MORE DAYS SHALL BE VEGETATED WITH A TEMPORARY OR PERMANENT COVER.

5. SILT FENCE SHALL BE IN-PLACE AS SHOWN PRIOR TO CONSTRUCTION.

6. CONSTRUCTION ENTRANCE TO BE INSTALLED AND GRADED SO THAT NO SEDIMENT LEAVES THIS SITE.

7. ALL EXIT LOCATIONS INTENDED TO BE USED CONTINUOUSLY AND FOR A PERIOD OF TIME SHALL HAVE STABILIZED CONSTRUCTION ENTRANCE/EXIT BMPS (TC-1 "STABILIZED CONSTRUCTION ENTRANCE/EXIT" OR TC-2 "ENTRANCE/OUTLET TIRE WASH").

8. IF APPLICABLE, ROUTE RUNOFF FROM STABILIZED ENTRANCES THROUGH A SEDIMENT TRAPPING DEVICE BEFORE DISCHARGE.

9. THE LAND-DISTURBING ACTIVITY SHALL CONFORM TO EXISTING TOPOGRAPHY AND SOIL TYPE SO AS TO CREATE THE LOWEST PRACTICAL EROSION POTENTIAL.

10. LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED IN A MANNER MINIMIZING EROSION.

11. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSIVE ELEMENTS SHALL BE KEPT TO A PRACTICAL MINIMUM.

12. EROSION CONTROL MUST BE STRICTLY MAINTAINED DURING CUT AND FILL OPERATIONS.

13. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICAL.

14. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED, PROTECTED AND SUPPLEMENTED.

15. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.

16. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY.

17. ADEQUATE PROVISIONS MUST BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO CUT THE FACE OF EXCAVATIONS OR THE SLOPING SURFACE OF FILLS.

18. TO THE EXTENT NECESSARY, SEDIMENT IN RUNOFF WATER MUST BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS OR SIMILAR MEASURES UNTIL THE DISTURBED AREA IS STABILIZED.

19. CUTS AND FILLS MUST BE CONSTRUCTED IN SUCH A MANNER THAT EROSION AND RUNOFF FROM THE SITE DOES NOT ENCOUNTER ADJOINING PROPERTY.

20. CONTRACTOR TO PLACE SILT FENCE IN ALL AREAS WHERE THE POTENTIAL FOR OFFSITE EROSION EXISTS PER DETAIL SHOWN ON THIS SHEET.

21. CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING UP ANY MATERIAL TRACKED ONTO ALL ROADWAYS IMMEDIATELY AND SHALL BE RESPONSIBLE FOR DUST CONTROL.

PROJECT CLOSEOUT

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEPT CLEAN.

2. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

3. ALL UNPAVED SURFACES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

4. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS, THE EXACT LOCATION, LENGTH, AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.

5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE CITY OF COCOA "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 20 FOOT INTERVALS. THESE SHALL BE PROVIDED IN THE FORM OF HARD-COPY PAPER FORMAT AND AN ELECTRONIC VERSION.

6. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD AND TO THE OWNER EACH, ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS ON BLUELINE AND MYLAR. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES, DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS. THE "AS-BUILT" DRAWINGS SHALL BE SIGNED AND SEALED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS SHALL BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.

2. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

3. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, "ROADWAY AND TRAFFIC DESIGN STANDARDS" SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT.

4. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

Revision 1 2 3 4 5 6

Designed: AHK Date: 9/24/2018
Drawn: DRD Date: 9/24/2018
Checked: AHK Date: 9/24/2018

LAKESIDE PALMS WEST
COCOA, FL

GENERAL NOTES

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Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-2
Sheet 2 of 22

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

Date: ____________

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OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839

N89°09'23"E 1299.71' (C)

3-STRAND BARBED WIRE FENCE & HOG-WIRE FENCE (VARIES)

4,005 LF OF SILT FENCE (TYP.)

N00°04'53"E 415.70' (C)

FILL EXISTING SWALE/DITCH (TYP.)

FILL EXISTING SWALE/DITCH (TYP.)

FILL EXISTING SWALE/DITCH (TYP.)

DENSE VEGETATION

N00°10'22"W 933.21' (C)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569

TOP OF SPOIL

TOP OF SPOIL

DENSE VEGETATION

TOP OF WATER
EL.=13.66', MEASURED ON
FEBRUARY 27TH, 2018

CONTRACTOR TO GRADE SIDE BANK OF REMAINING SWALE TO MAINTAIN EXISTING FLOW PATTERN AND ELEVATIONS.

FILL EXISTING SWALE/DITCH (TYP.)

FILL EXISTING SWALE (TYP.)

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID:
24-36-31-00-752
ORB 6823, PG 1828

OWNER: ONGOING INVESTMENTS INC
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756
ORB 6131, PG 2131

S89°31'26"W 1295.47' (C)

FENCE NOT SURVEYED FROM HERE WEST TO PROPERTY LINE

3-STRAND BARBED WIRE FENCE

REMOVE EXISTING FENCE

S00°04'53"W 941.58' (C)

SOURCE BENCHMARK

EXISTING WATER MAIN PER CITY OF COCOA. LOCATION NOT FIELD VERIFIED.

SAWCUT ±115 LF. REMOVING 12" FROM EDGE OF EXISTING ASPHALT TO OFFSET ASPHALT/BASE COURSE JOINT. (SEE DETAIL ON SHEET C-20)

CONSTRUCT SOIL TRACKING PREVENTION DEVICE (SEE DETAIL ON SHEET C-23)

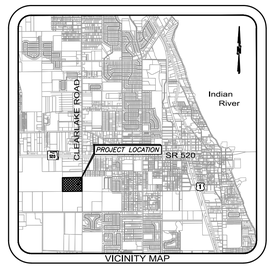
3-STRAND BARBED WIRE FENCE

CLEARLAKE ROAD
PUBLIC ROAD R/W WIDTH VARIES

INV=8.25

6" PVC
INV=7.65
6" PVC
INV=18.07

4'x4' SLOPE PROTECTOR
60' RCP



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGEND

- RU = EXISTING REUSE MAIN
- WM = EXISTING WATER MAIN
- = FENCE REMOVAL
- = SILT FENCE
- = TURBIDITY BARRIER

NOTES:

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

Revision	Designed:	Drawn:	Checked:
	AHK	DRD	AHK
Date:	9/24/2018	9/24/2018	9/24/2018

LAKESIDE PALMS WEST
COCOA, FL

DEMOLITION PLAN

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

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

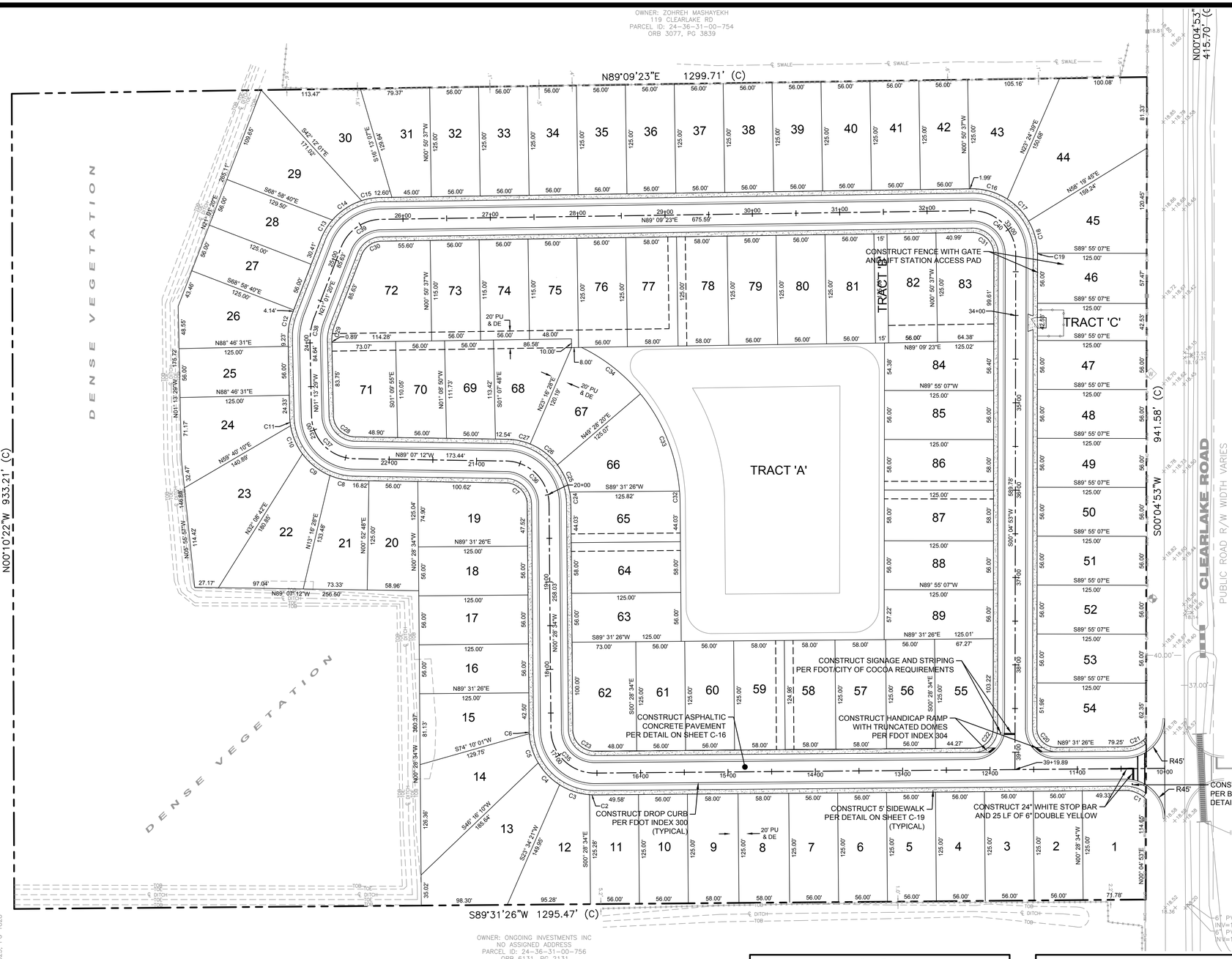
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Sheet 3 of 22

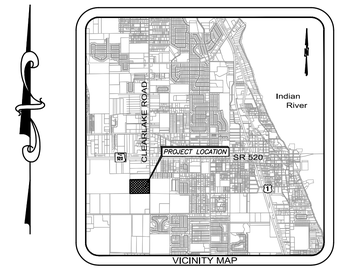
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Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Revision	Designed:	Drawn:	Checked:
Date: 9/24/2018	AHK	DRD	AHK
Date: 9/24/2018			
Date: 9/24/2018			

GENERAL STATEMENT
THE PROPOSED WORK CONSISTS OF NEW 86 LOT SUBDIVISION ON A 27.92 ACRE SITE.

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

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

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

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

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

ZONING
SUBJECT PROPERTY: RU-2-15 MULTI-FAMILY RESIDENTIAL, REGULATED UNDER RU-2-10
NORTH: AU- AGRICULTURAL RESIDENTIAL
SOUTH: ONGOING INVESTMENTS INC
EAST: RU-2-15 MULTI FAMILY RESIDENTIAL
WEST: W KING STREET LAND TRUST

NOTES
1. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SEE PLAT FOR ADDITIONAL CURVE DATA AND EASEMENTS.

SITE DATA

	AREA
TRACT A	X.XX AC.
TRACT B	X.XX AC.
TRACT C	X.XX AC.
TRACT D	X.XX AC.
LOTS 1 -86	XX.XX AC.

AVERAGE LOT SIZE= 0.XX AC.

STORMWATER AREA CALCULATIONS
PAVEMENT = X.XX AC.
SIDEWALK = X.XX AC.
LOTS (65% IMPERVIOUS) = XX.XX AC.

TOTAL IMPERVIOUS AREA	= XX.XX AC.	XX.0%
TOTAL PERVIOUS AREA	= XX.XX AC.	XX.0%
TOTAL	= 27.92 AC.	100%

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

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	22.58'	75.00'	017°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	033°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	026°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	029°25'38"	N15°45'15"W	38.10'
C19	1.47'	75.00'	001°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	090°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	047°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	089°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	090°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	010°44'08"	S05°50'38"E	14.03'
C28	38.35'	25.00'	087°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	022°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	068°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	090°55'30"	N45°22'52"W	35.64'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C32	13.98'	200.00'	004°00'20"	N02°28'44"W	13.98'
C33	121.82'	200.00'	034°53'54"	N21°55'51"W	119.94'
C34	86.63'	200.00'	024°49'00"	N51°47'18"W	85.95'
C35	78.54'	50.00'	090°00'00"	S45°28'34"E	70.71'
C36	77.36'	50.00'	088°38'38"	N44°47'53"W	69.87'
C37	76.70'	50.00'	087°53'43"	S45°10'20"E	69.40'
C38	29.12'	75.00'	022°14'48"	S09°53'56"W	28.94'
C39	59.46'	50.00'	068°08'03"	S55°05'21"W	56.02'
C40	79.35'	50.00'	090°55'30"	N45°22'52"W	71.28'

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LAKESIDE PALMS WEST
COCOA, FL

SITE PLAN

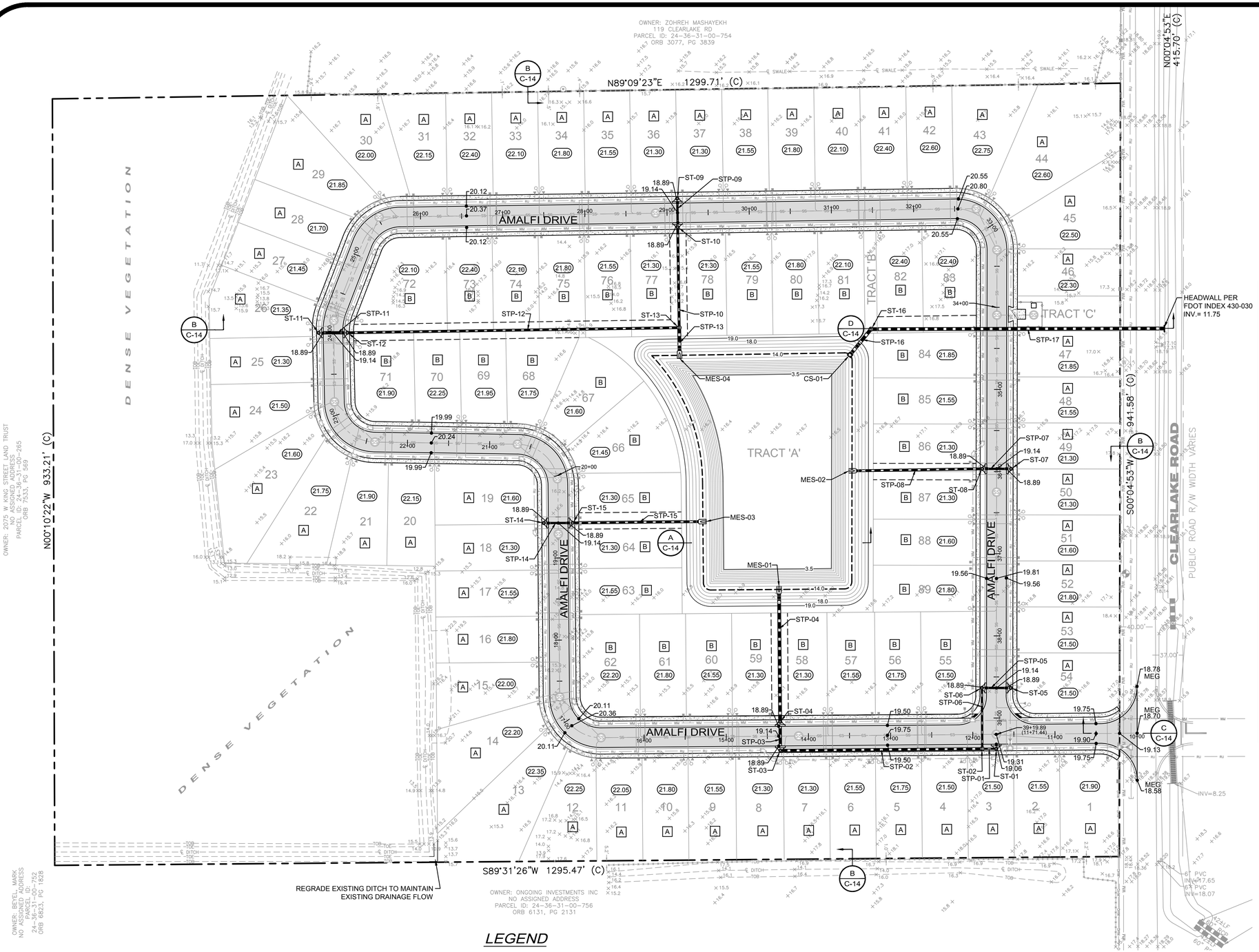
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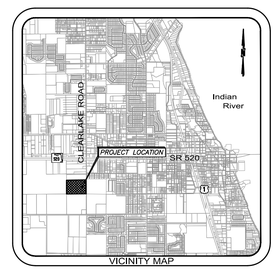
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Vert. N/A
Sheet #:

C-4
Sheet 4 of 22

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

Date:





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

STRUCTURE TABLE			
NAME	STRUCTURE	RIM	INVERTS
* CS-01	TYPE D INLET	RIM= 15.85	NE. INV.= 12.00 (STP-16)
MES-01	MITERED END SECTION	N/A	S. INV.= 13.00 (STP-04)
MES-02	MITERED END SECTION	N/A	E. INV.= 13.00 (STP-08)
MES-03	MITERED END SECTION	N/A	W. INV.= 13.00 (STP-15)
MES-04	MITERED END SECTION	N/A	N. INV.= 13.00 (STP-13)
ST-01	TYPE 4 INLET	RIM= 19.57	W. INV.= 15.30 (STP-01)
ST-02	STORM MANHOLE (TYPE P BOTTOM)	RIM= 19.50	W. INV.= 15.10 (STP-02) N. INV.= 15.10 (STP-06) E. INV.= 15.10 (STP-01)
ST-03	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.80 (STP-03) E. INV.= 14.80 (STP-02)
ST-04	TYPE 4 INLET	RIM= 19.40	N. INV.= 13.75 (STP-04) S. INV.= 14.70 (STP-03)
ST-05	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.30 (STP-05)
ST-06	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.20 (STP-06)
ST-07	TYPE 4 INLET	RIM= 19.54	W. INV.= 15.00 (STP-07)
ST-08	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.50 (STP-08)
ST-09	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.00 (STP-09)
ST-10	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.75 (STP-09) S. INV.= 14.75 (STP-10)
ST-11	TYPE 4 INLET	RIM= 19.69	E. INV.= 15.00 (STP-11)
ST-12	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-11) E. INV.= 14.90 (STP-12)
ST-13	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.30	W. INV.= 14.00 (STP-12) N. INV.= 14.00 (STP-10) S. INV.= 14.00 (STP-13)
ST-14	TYPE 4 INLET	RIM= 19.54	E. INV.= 15.00 (STP-14)
ST-15	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-14) E. INV.= 14.90 (STP-15)
ST-16	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.00	SW. INV.= 11.90 (STP-16) E. INV.= 11.90 (STP-17)

* CONTROL STRUCTURE - SEE SHEET C-16 FOR DETAIL.

NOTES:

1. STORM STRUCTURES ARE PER FDOT INDEXES 425-010, 425-001, 425-020 AND 430-021.
2. CURB INLETS ARE TYPE 4 ALT. A, TYPE P, 4' DIA.
3. SEE SHEET C-14 FOR TYPICAL LOT GRADING DETAILS.
4. SEE SHEET C-14 FOR TYPICAL RIGHT-OF-WAY SECTION A.

LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = PROPERTY BOUNDARY
- = STORM PIPES
- RU = RECLAIMED REUSE WATER MAIN
- SS = SANITARY SEWER MAIN
- WM = WATER MAIN
- = STORM INLET
- = STORM MANHOLE
- 20.00 = FINISHED FLOOR ELEVATION
- A = TYPICAL LOT LAYOUT TYPE
- MEG = MATCH EXISTING GRADE

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-01	18"	17	1.18%	RCP
STP-02	19"x30"	246	0.12%	ERCP
STP-03	19"x30"	35	0.29%	ERCP
STP-04	36"	165	0.45%	RCP
STP-05	18"	35	0.14%	RCP
STP-06	18"	74	0.13%	RCP
STP-07	18"	35	1.00%	RCP
STP-08	24"	163	0.92%	RCP
STP-09	18"	35	0.71%	RCP

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-10	24"	122	0.61%	RCP
STP-11	19"x30"	35	0.29%	ERCP
STP-12	24"	404	0.22%	RCP
STP-13	36"	37	2.67%	RCP
STP-14	18"	35	0.29%	RCP
STP-15	24"	163	1.17%	RCP
STP-16	36"	41	0.25%	RCP
STP-17	36"	358	0.04%	RCP

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	9/24/2018		

LAKESIDE PALMS WEST
COCOA, FL

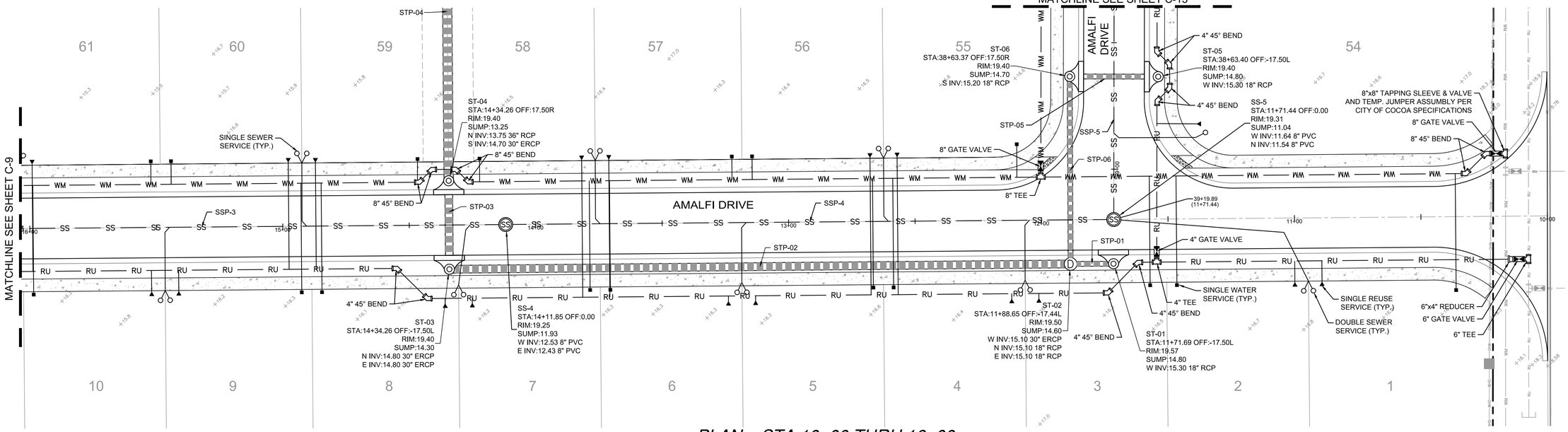
PAVING, GRADING & DRAINGE PLAN

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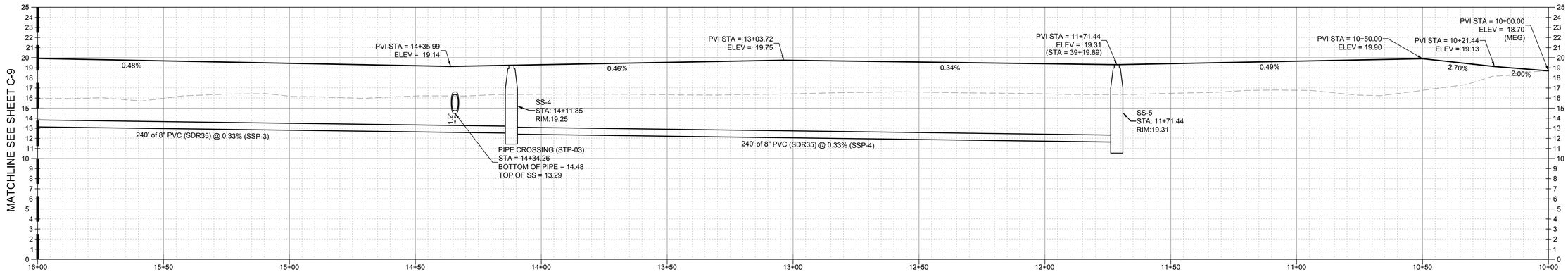
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Sheet #:
C-5
Sheet 5 of 22

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

Date:



PLAN: STA 10+00 THRU 16+00



PROFILE: STA 10+00 THRU 16+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

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LAKESIDE PALMS WEST
COCOA, FL

PROFILE - STA 10+00 TO 16+00

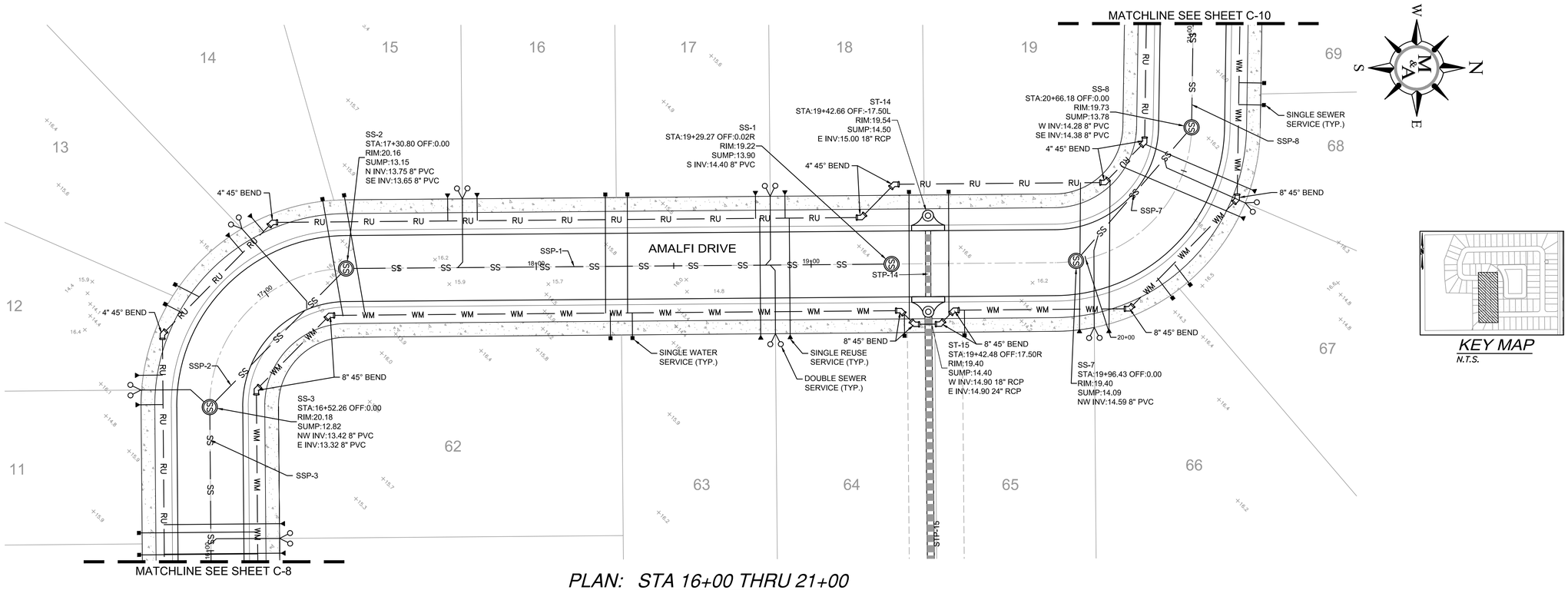
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C-8
Sheet 8 of 22

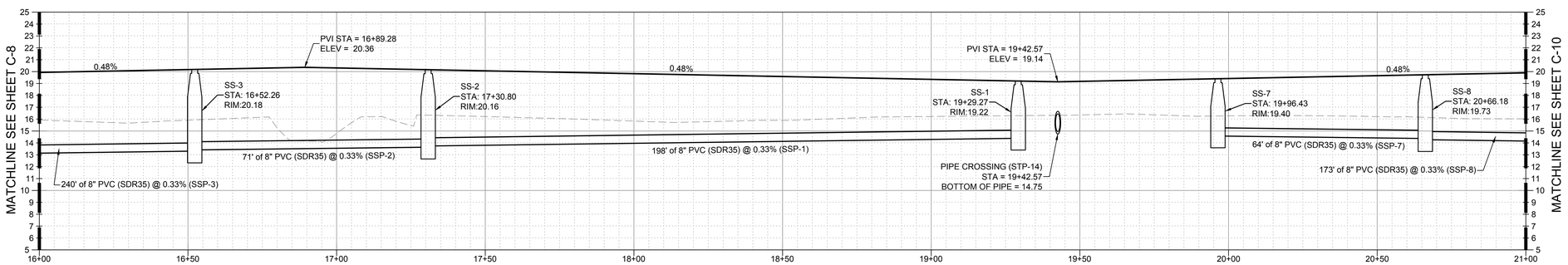
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Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:



PLAN: STA 16+00 THRU 21+00



PROFILE: STA 16+00 THRU 21+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

KEY MAP
N.T.S.

Revision	Date:	Designed:	Drawn:	Checked:
	9/24/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 16+00 TO 21+00

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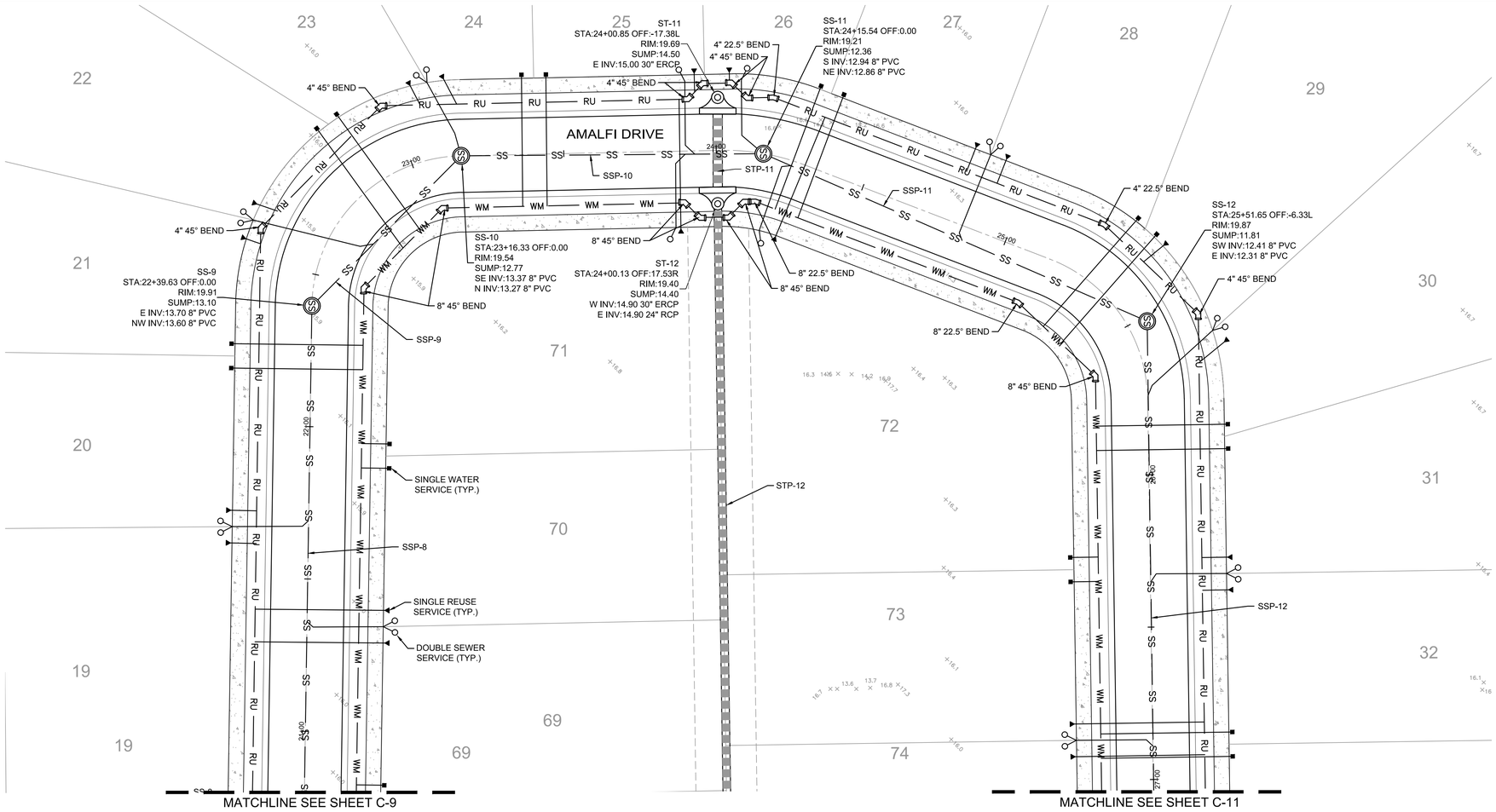
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Sheet 9 of 22

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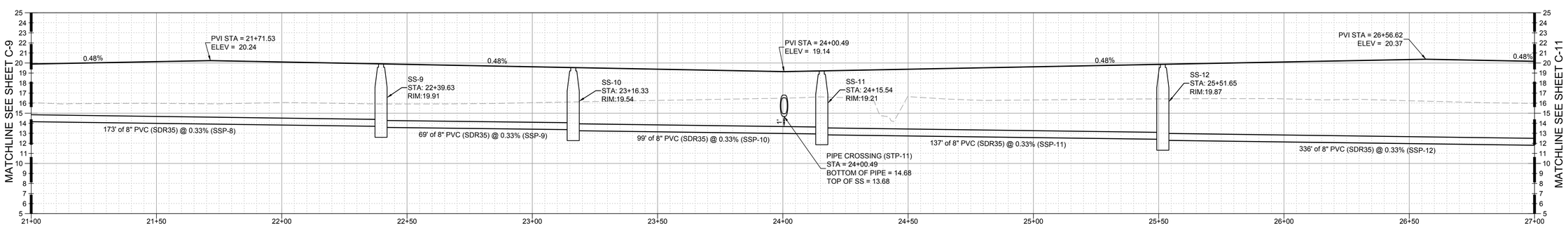
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Date:

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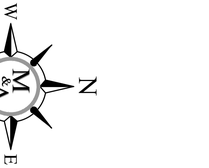


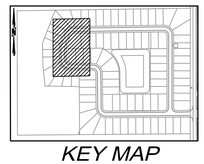
PLAN: STA 21+00 THRU 27+00



PROFILE: STA 21+00 THRU 27+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'





KEY MAP
N.T.S.

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	9/24/2018	AHK	DRD	AHK
	9/24/2018			
	9/24/2018			

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 21+00 TO 27+00

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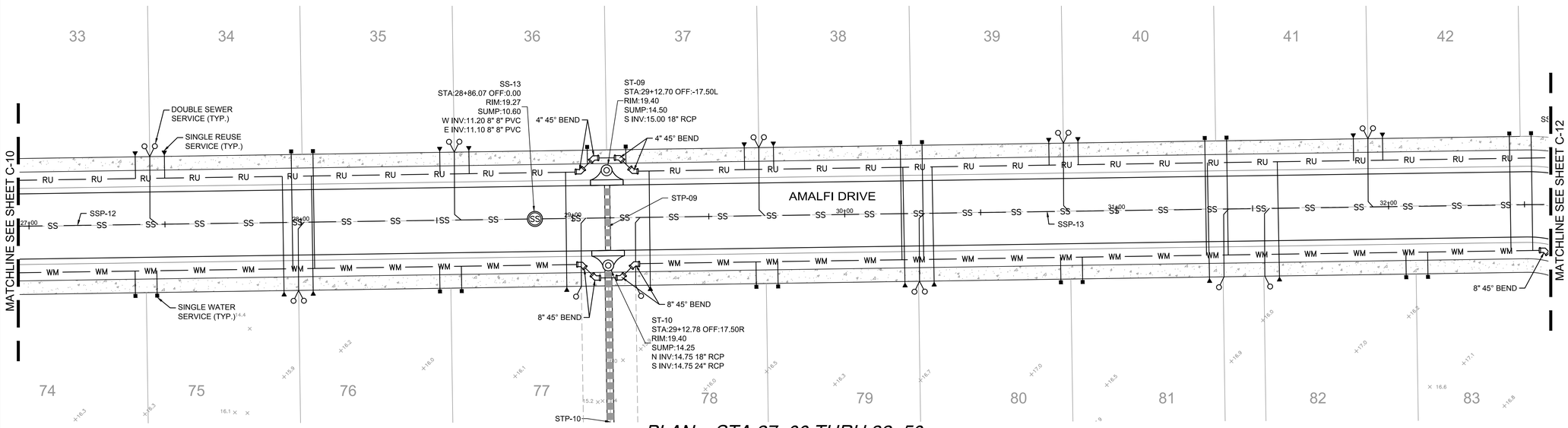
C-10
Sheet 10 of 22

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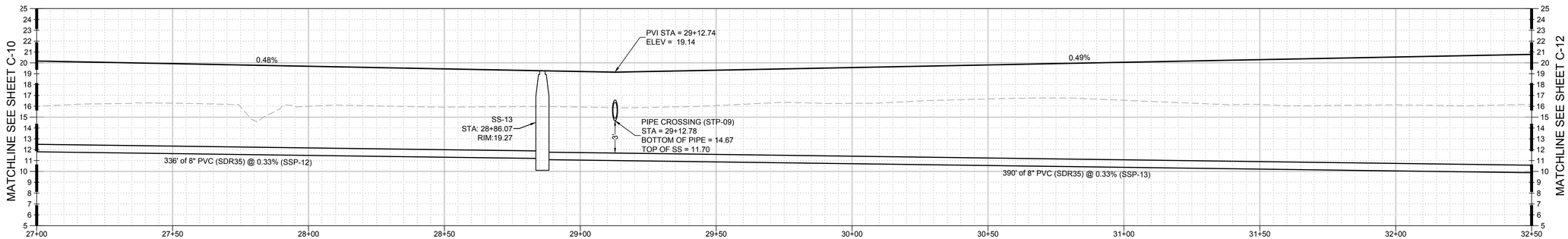
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Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:

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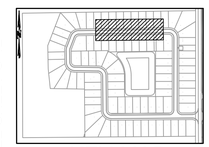


PLAN: STA 27+00 THRU 32+50



PROFILE: STA 27+00 THRU 32+50

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



Revision	Date:	Designed:	Date:	Drawn:	Date:	Checked:
	9/24/2018	AHK	9/24/2018	DRD	9/24/2018	AHK

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 27+00 TO 32+50

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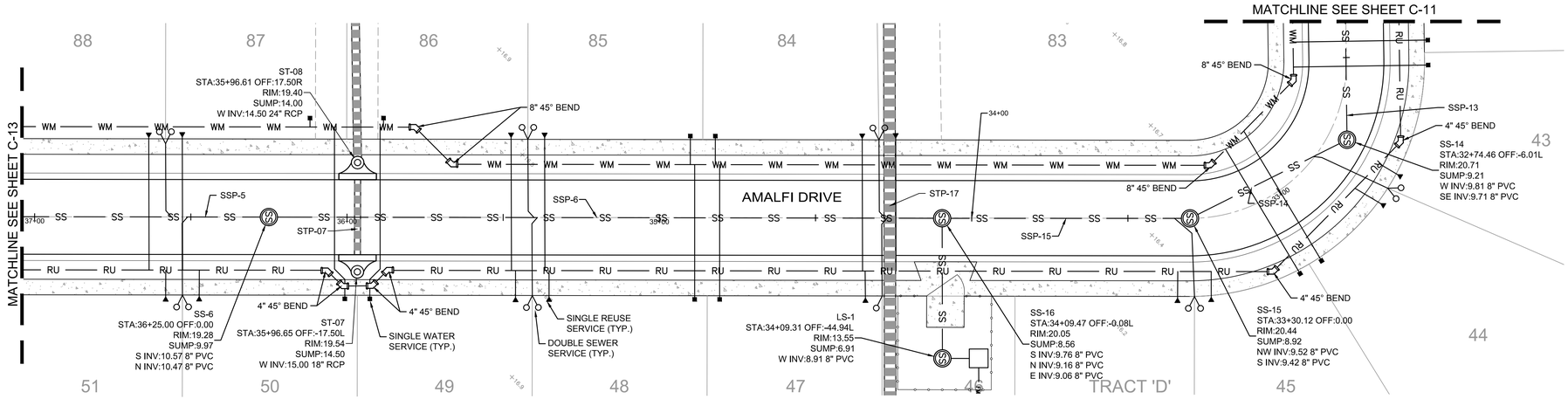
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Drawing #: WEST
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Vert. N/A
Sheet #:
C-11
Sheet 11 of 22

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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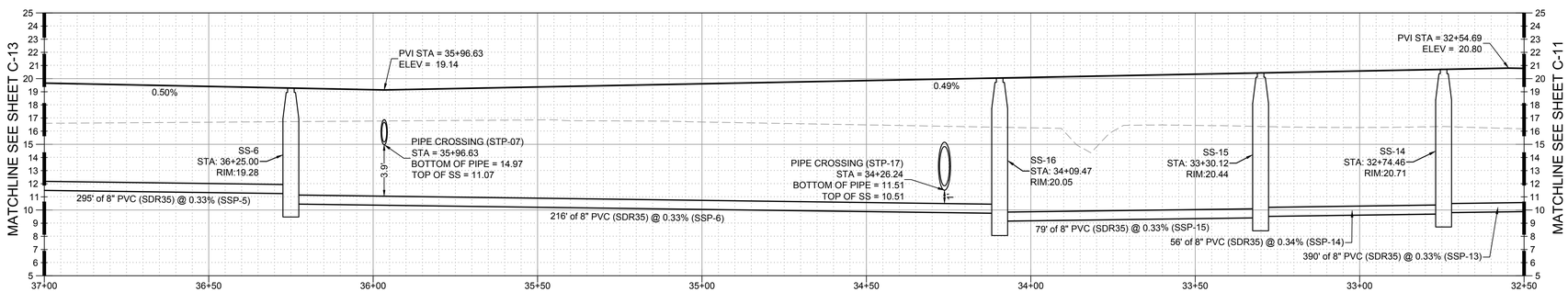
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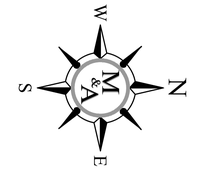


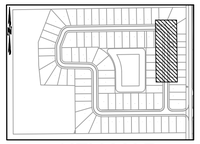
PLAN: STA 32+50 THRU 37+00



PROFILE: STA 32+50 THRU 37+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'





KEY MAP
N.T.S.

Revision	Date:	Designed:	Drawn:	Checked:
	9/24/2018	AHK	DRD	AHK
	9/24/2018			
	9/24/2018			

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 32+50 TO 37+00

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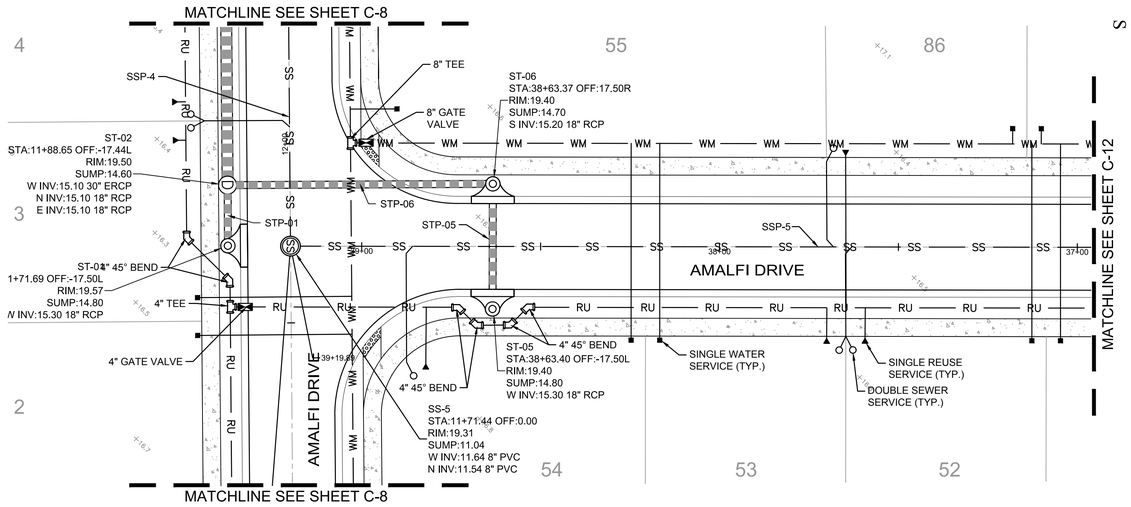
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Drawing #: WEST
Scale:
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Vert. N/A
Sheet #:
C-12
Sheet 12 of 22

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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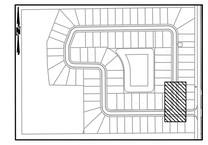
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Date:

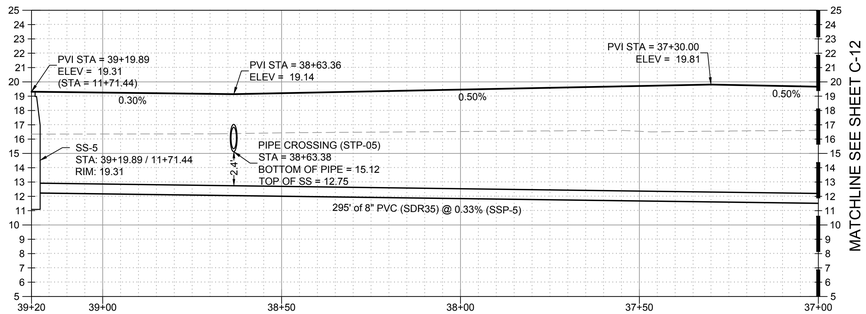
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PLAN: STA 37+50 THRU 39+19.89



KEY MAP
N.T.S.



PROFILE: STA 37+00 THRU 39+19.89

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

Revision	Date:	Designed:	Drawn:	Checked:
	9/24/2018	AHK	DRD	AHK

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 37+00 TO 39+19

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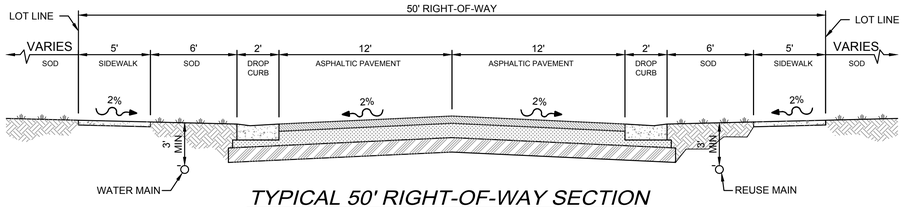
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Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-13
Sheet 13 of 22

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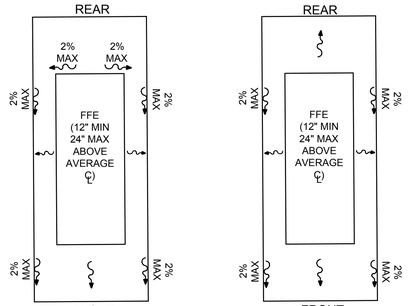
Date:

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TYPICAL 50' RIGHT-OF-WAY SECTION

NTS



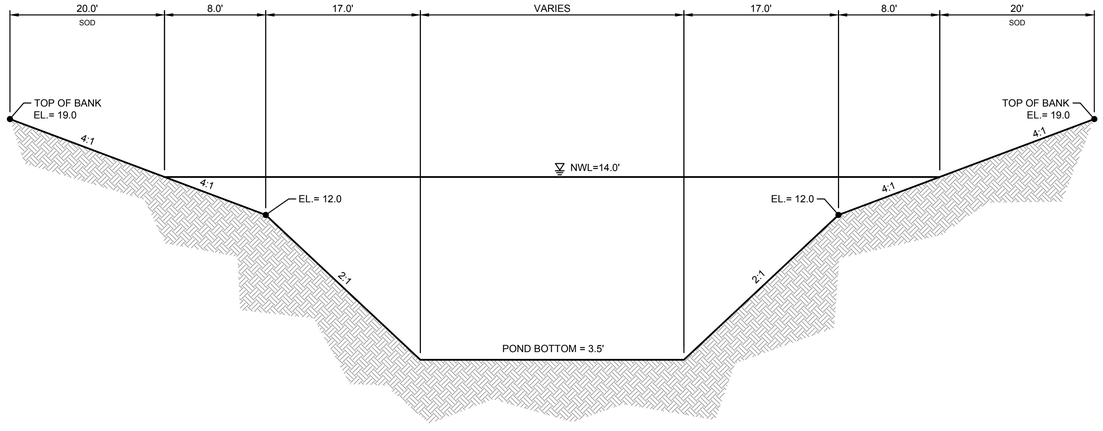
TYPICAL LOT LAYOUT 'A'

NTS

TYPICAL LOT LAYOUT 'B'

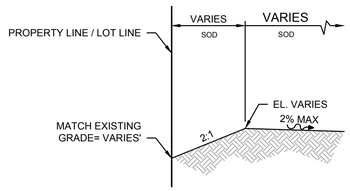
NTS

1. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 6" BELOW FFE PER DETAIL.
2. ALL LOT GRADING SHALL COMPLY WITH FLORIDA BUILDING CODE SECTION R401.3 DRAINAGE. GRADE SHALL FALL A MINIMUM OF 6" FIN THE FIRST 10'.
3. THIS DETAIL IS FOR GENERAL GRADING INFORMATION. SPOT ELEVATIONS IN CROSS SECTIONS SHALL DICTATE ON GRADING AND DRAINAGE SHEETS IF THEY VARY FROM THIS DETAIL.
4. SEE PLAT FOR ADDITIONAL EASEMENT INFORMATION.



SECTION - A

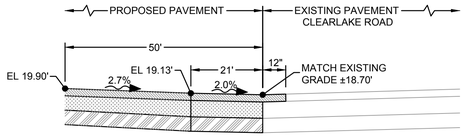
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SECTION - B

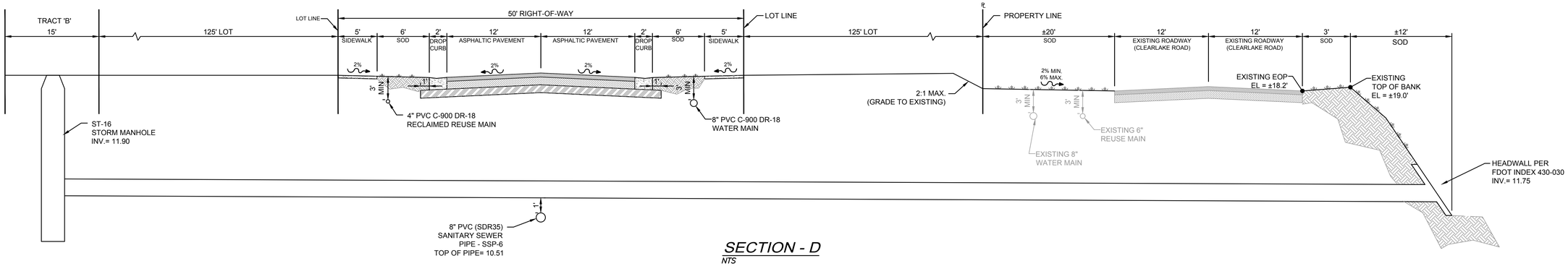
NTS

NOTE:
1. 2:1 SLOPE TO EXISTING GRADE VARIES PER MATCHING GRADE.
2. MINIMUM OF 1' WIDTH OF 2:1 TO MATCH EXISTING GRADE.



SECTION - C

NTS



SECTION - D

NTS

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Revision	Date:	Designed:	Date:	Drawn:	Date:	Checked:
	9/24/2018	AHK		DRD		AHK

LAKESIDE PALMS WEST
COCOA, FL

CROSS SECTIONS

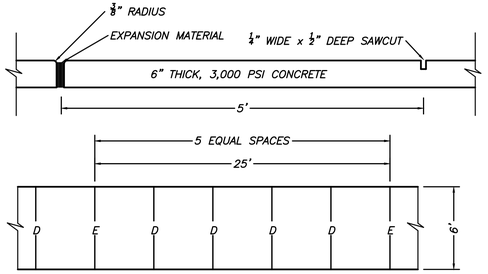
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Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:

C-14
Sheet 14 of 22

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Andreas H. Kirbach P.E. Fl. Reg. #49431

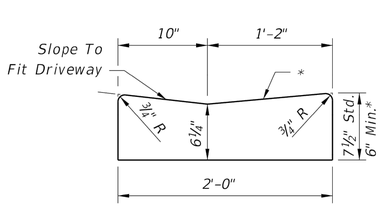
Date:



NOTE: EXCEPT WHERE SHOWN IN PLAN, ALL NEW CONCRETE JOINTS SPACED AS SHOWN IN THESE DETAILS. AN EXPANSION JOINT SHALL BE USED TO SEPARATE THE NEW CONCRETE WALK FROM OTHER NEW OR EXISTING CONCRETE CONSTRUCTION.

E = EXPANSION JOINT D = DUMMY JOINT

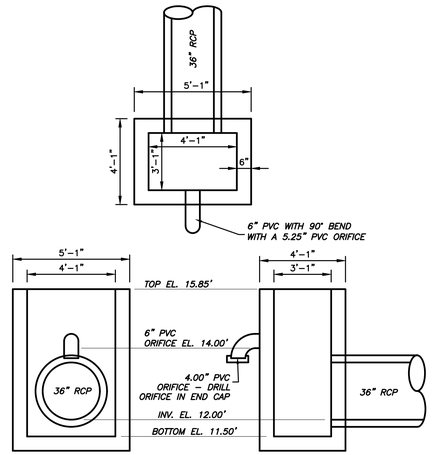
CONTROL JOINT DETAIL
NTS



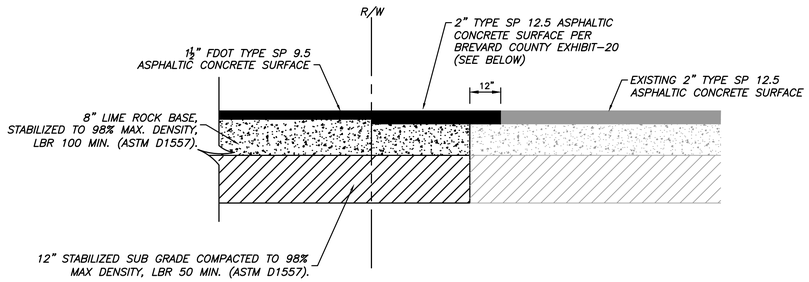
Note: To be paid for as parent curb.

* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

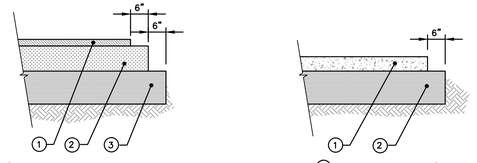
DROP CURB DETAIL
NTS – PER FDOT INDEX 300



FDOT TYPE D CONTROL STRUCTURE (CS-01) DETAIL
NTS



TYPICAL PAVEMENT SECTION
NTS



1. 2" OF SP-12.5 OR S-1 ASPHALT TESTED PER FDOT AND/OR BREVARD COUNTY STANDARDS LATEST EDITION
2. 8" THICK LIMEROCK OR CEMENTED COQUINA BASE, MIN. LBR 100, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180
3. SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

1. CONCRETE PAVEMENT 6" THICK 28 DAY, 3000 PSI REINFORCED WITH FIBER MESH
2. SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

NOTE: FOR ON-SITE COMMERCIAL PAVEMENT THE BASE AND SUBGRADE MAY BE REDUCED TO 6" THICK AND THE ASPHALT REDUCED TO A MINIMUM OF 1" OF SP-9.5 OR S-III

ASPHALT DRIVEWAY PAVEMENT SECTION FOR COUNTY R/W

COMMERCIAL ON-SITE AND COUNTY R/W DRIVEWAY CONCRETE PAVEMENT SECTION

NOTES:

1. CONCRETE PAVEMENT SHALL BE CONSTRUCTED OF 28 DAY, 3000 PSI, CLASS 1 CONCRETE.
2. CONTRACTION JOINTS SHALL BE 1/8 INCH WIDE AND SAW-CUT OR TOOLED.
3. CONSTRUCTION JOINTS ARE REQUIRED WHEN CONSTRUCTING ADJACENT FRESH CONCRETE POURS.
4. EXPANSION JOINTS ARE REQUIRED ALONG ALL OTHER ADJACENT PAVEMENTS, AT EACH SIDE OF STORM INLET STRUCTURES, AND AT ALL RADIUS POINTS.
5. EXPANSION JOINTS SHALL BE 1/2 INCH WIDE (WITH 1/2 INCH PREMOLDED JOINT MATERIAL) AND SHALL BE FULL DEPTH OF THE PAVEMENT.
6. JOINT MATERIAL SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 932, LATEST EDITION.
7. THE SUBGRADE SHALL BE COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180 AND SHALL EXTEND 6 INCHES (MINIMUM) BEYOND EDGE OF PAVEMENT.
8. DRIVEWAYS SHALL BE OF UNIFORM WIDTH FROM THE RIGHT OF WAY LINE TO THE EDGE OF PAVEMENT.
9. COMMERCIAL DRIVEWAYS SHALL HAVE A MINIMUM RADIUS AS FOLLOWS:
   A. 35' STD. RADIUS
   B. 50' MIN. RADIUS FOR LARGE TRUCKS (WB 40 AND WB 50)
10. CONSTRUCT DROP CURB AS PER FDOT INDEX 300 ACROSS COMMERCIAL DRIVEWAYS WHERE CURB AND GUTTER EXISTS.

REQUIREMENTS FOR COMMERCIAL PARKING AND DRIVEWAYS

BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 20	MAY-2008

STREET NAME SIGN NOTES:

1. SIGNS IN PUBLIC R.O.W. SHALL BE GREEN WITH 5/8" WHITE BORDER AND WHITE LETTERS AND NUMBERS.
2. SIGNS IN PRIVATE R.O.W. SHALL BE WHITE WITH 5/8" BLACK BORDER AND BLACK LETTERS AND NUMBERS.
3. STREET NAME BLADES SHALL BE RIVETED TOGETHER AT EACH CORNER WITH 3/16" SMALL FLANGE AVEX RIVETS. ATTACH BLADES TO POST WITH CHERRY-MATE ALUMINUM RIVETS, # BALMBP3A, OR 5/16" X 2-1/2" S.S. BOLTS, 1-1/4" X 5/16" S.S. FENDER WASHERS, W/ S.S. STOP HEX NUT HAVING NYLON INSERTS (LOCK NUTS).

STREET NAME SIGN LETTERING (MUTCD DESIGNATION D3-1):

CONVENTIONAL STREETS:
6" HIGH INITIAL UPPER CASE LETTERS, LOWER CASE LETTERS AT LEAST 4.5" HIGH. SIGN DIMENSIONS: 12" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

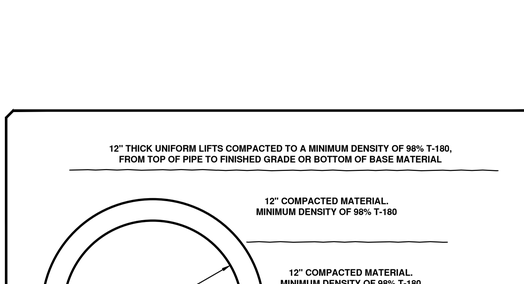
LOCAL STREETS 25 MPH OR LESS:
4" HIGH INITIAL UPPER CASE LETTERS AND 3" HIGH LOWER CASE LETTERS MAY BE USED. SIGN DIMENSIONS: 9" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

MULTI-LANE STREETS GREATER THAN 40 MPH:
8" HIGH INITIAL UPPER CASE LETTERS AND LOWER CASE LETTERS AT LEAST 6" HIGH. SIGN DIMENSIONS: 18" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

"NO OUTLET" SIGN (MUTCD DESIGNATION W14-2A):
4" HIGH ALL-CAPITAL LETTERS, SIZE: 8" X 36" MIN. SEE MUTCD SECTION 2C-26

STOP SIGN AND STREET MARKER DETAILS

BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 26	DATE: OCT-2014



NOTES:

1. NUMBER OF LIFTS REQUIRED FOR PIPE SIZES IN EXCESS OF THOSE SHOWN IN CHART SHALL BE APPROVED BY THE ENGINEER OF RECORD AND BREVARD COUNTY ENGINEERING, IN WRITING, PRIOR TO INSTALLATION.
2. THESE REQUIREMENTS APPLY TO ALL STORMWATER PIPE INSTALLATIONS IN SUBDIVISIONS, PUBLIC OR PRIVATE, DRAINAGE EASEMENTS, PUBLIC OR PRIVATE, ALL COUNTY RIGHTS-OF-WAY, AND FOR ANY OTHER STORMWATER PIPE INSTALLATIONS THAT WILL BECOME COUNTY MAINTAINED INFRASTRUCTURE.
3. BACKFILL AROUND STORMWATER STRUCTURES SHALL BE COMPACTED IN 12" LIFTS TO A MINIMUM DENSITY OF 98% T-180.

PIPE SIZE	NUMBER OF 6" LIFTS
15"	2
18"	2
24"	2
30"	3
36"	4
42"	5
48"	5
54"	6
60"	6
66"	7
72"	7

PIPE SIZE	NUMBER OF 6" LIFTS
11" x 17"	2
14" x 23"	2
19" x 30"	2
24" x 38"	2
29" x 45"	4
34" x 53"	4
38" x 60"	4
43" x 68"	5
48" x 76"	5
58" x 91"	6

STORMWATER PIPE INSTALLATION BACKFILL REQUIREMENTS

BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 27	DATE: OCT-2014

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REVISION	Date
Designed: AHK	Date: 9/24/2018
Drawn: DRD	Date: 9/24/2018
Checked: AHK	Date: 9/24/2018

LAKESIDE PALMS WEST
COCOA, FL

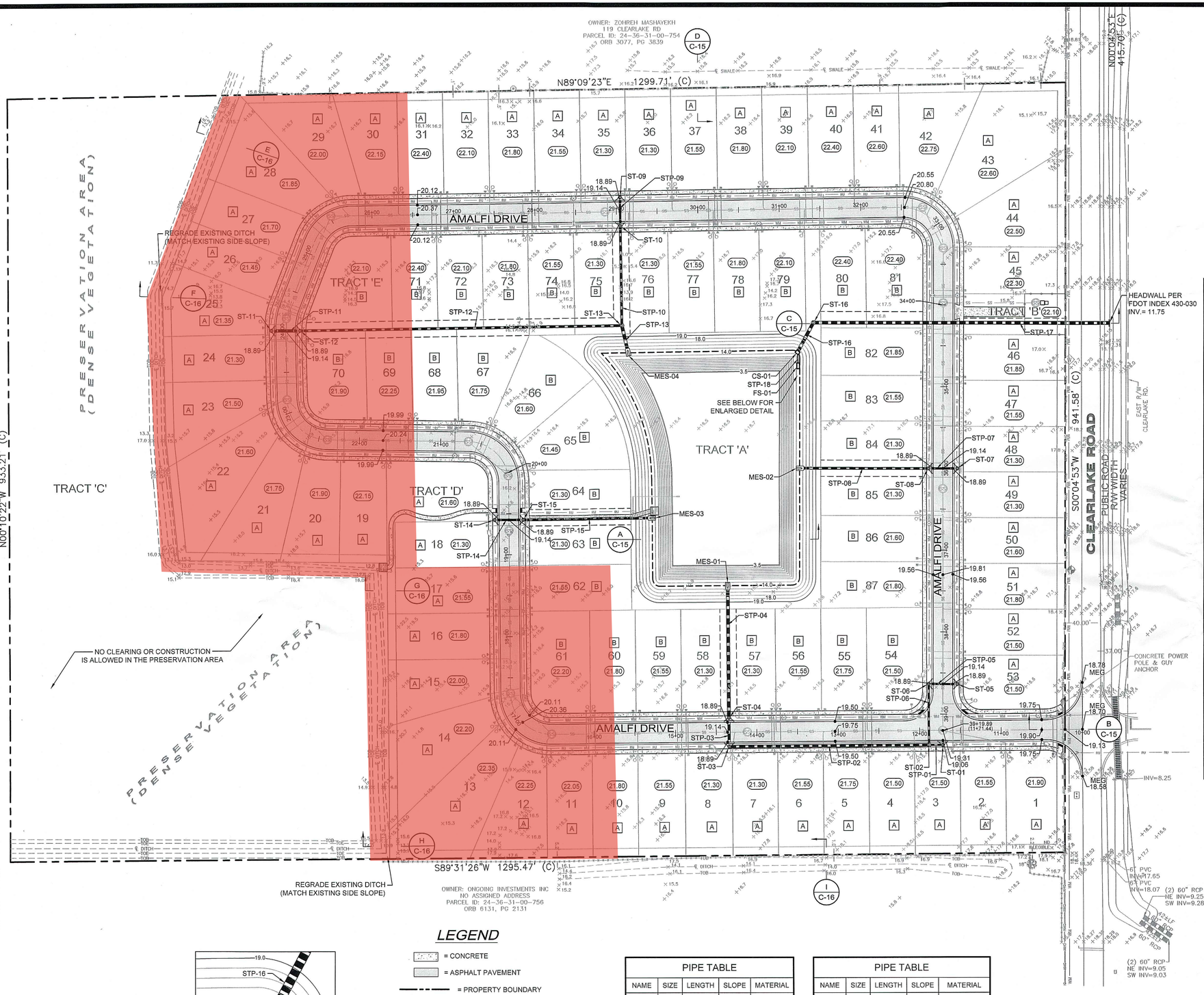
DETAILS

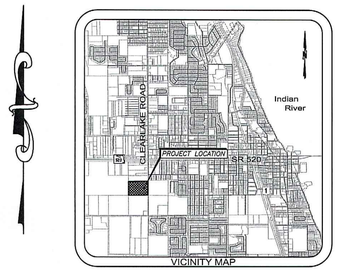
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Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Revision	Date
1 PER CITY OF COCOA COMMENTS 02/04/19	
2 PER CITY OF COCOA COMMENTS 12/21/18	
3 PER SJRWMD COMMENTS 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRD	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

STRUCTURE TABLE

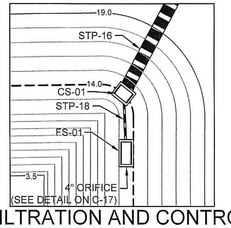
NAME	STRUCTURE	RIM	INVERTS
*CS-01	TYPE D INLET	RIM= 15.85	S. INV.= 13.40 (STP-18) NE. INV.= 12.00 (STP-16)
**FS-01	FILTRATION SYSTEM	RIM= 15.85	N. INV.= 13.65 (STP-18)
MES-01	MITERED END SECTION	N/A	S. INV.= 13.00 (STP-04)
MES-02	MITERED END SECTION	N/A	E. INV.= 13.00 (STP-08)
MES-03	MITERED END SECTION	N/A	W. INV.= 13.00 (STP-15)
MES-04	MITERED END SECTION	N/A	N. INV.= 13.00 (STP-13)
ST-01	TYPE 4 INLET	RIM= 19.57	W. INV.= 15.30 (STP-01)
ST-02	STORM MANHOLE (TYPE P BOTTOM)	RIM= 19.50	W. INV.= 15.10 (STP-02) N. INV.= 15.10 (STP-06) E. INV.= 15.10 (STP-01)
ST-03	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.80 (STP-03) E. INV.= 14.80 (STP-02)
ST-04	TYPE 4 INLET	RIM= 19.40	N. INV.= 13.75 (STP-04) S. INV.= 14.70 (STP-03)
ST-05	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.30 (STP-05)
ST-06	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.20 (STP-05) S. INV.= 15.20 (STP-06)
ST-07	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.00 (STP-07)
ST-08	TYPE 4 INLET	RIM= 19.40	E. INV.= 14.50 (STP-07) W. INV.= 14.50 (STP-08)
ST-09	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.00 (STP-09)
ST-10	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.75 (STP-09) S. INV.= 14.75 (STP-10)
ST-11	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-11)
ST-12	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-11) E. INV.= 14.90 (STP-12)
ST-13	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.30	W. INV.= 14.00 (STP-12) N. INV.= 14.00 (STP-10) S. INV.= 14.00 (STP-13)
ST-14	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-14)
ST-15	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.75 (STP-14) E. INV.= 14.75 (STP-15)
ST-16	STORM MANHOLE (TYPE J BOTTOM)	RIM= 22.25	SW. INV.= 11.90 (STP-16) E. INV.= 11.90 (STP-17)

* CONTROL STRUCTURE - SEE SHEET C-17 FOR DETAIL.

** FILTRATION STRUCTURE - SEE SHEET C-17 FOR DETAIL.

NOTES:

1. STORM STRUCTURES ARE PER FDOT INDEXES 425-010, 425-001, 425-020 AND 430-021.
2. CURB INLETS ARE TYPE 4 ALT. A, TYPE P, 4' DIA.
3. SEE SHEET C-15 FOR TYPICAL LOT GRADING DETAILS, TYPICAL RIGHT-OF-WAY SECTION, AND TYPICAL REAR LOT SECTION.



FILTRATION AND CONTROL STRUCTURE DETAIL

SCALE: 1" = 20'

LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = PROPERTY BOUNDARY
- = STORM PIPES
- RU = RECLAIMED REUSE WATER MAIN
- SS = SANITARY SEWER MAIN
- WM = WATER MAIN
- = STORM INLET
- (D) = STORM MANHOLE
- (20.00) = FINISHED FLOOR ELEVATION
- A = TYPICAL LOT LAYOUT TYPE
- MEG = MATCH EXISTING GRADE

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-01	18"	17 LF	1.18%	RCP
STP-02	19"x30"	246 LF	0.12%	ERCP
STP-03	19"x30"	35 LF	0.29%	ERCP
STP-04	36"	165 LF	0.45%	RCP
STP-05	18"	35 LF	0.29%	RCP
STP-06	18"	74 LF	0.13%	RCP
STP-07	18"	35 LF	1.43%	RCP
STP-08	24"	162 LF	0.92%	RCP
STP-09	18"	35 LF	0.71%	RCP

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-10	24"	122 LF	0.61%	RCP
STP-11	19"x30"	35 LF	0.29%	ERCP
STP-12	24"	396 LF	0.23%	RCP
STP-13	36"	38 LF	2.63%	RCP
STP-14	18"	35 LF	0.71%	RCP
STP-15	24"	163 LF	1.08%	RCP
STP-16	36"	41 LF	0.24%	RCP
STP-17	36"	364 LF	0.04%	RCP
STP-18	6"	16 LF	1.52%	PVC (SCH40)

LAKESIDE PALMS WEST
COCOA, FL

PAVING, GRADING & DRAINGE PLAN

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

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-6
Sheet 6 of 24

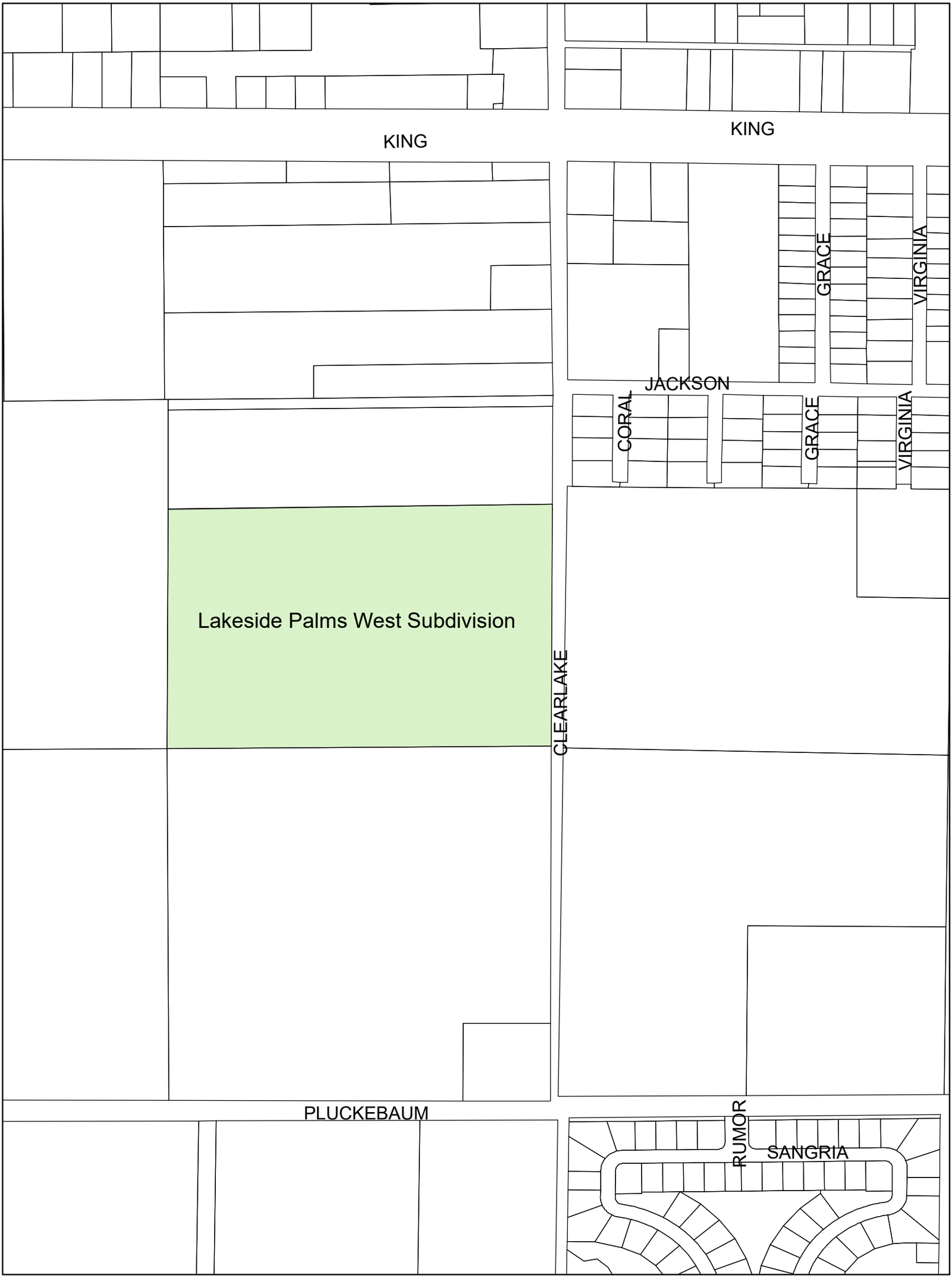
ANDREAS H. KIRBACH LICENSE 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Date:

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KING
KING
GRACE
VIRGINIA
JACKSON
CORAL
GRACE
VIRGINIA
Lakeside Palms West Subdivision
CLEARLAKE
PLUCKEBAUM
RUMOR
SANGRIA

Legislation Details (With Text)

File #:	20-342	**Version:**	1	**Name:**	Public Events for July
Type:	Informational Item			**Status:**	Council Busines
File created:	6/12/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Seek Council direction on holding public special events at City facilities in the month of July. (Assistant to the City Manager/ PR Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2020
Agenda Date: June 24, 2020
Prepared By: Samantha Senger, Assistant to the City Manager/PR Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on holding public special events at City facilities in the month of July.

BACKGROUND:

In March 2020, Cocoa City Council made the decision in accordance with the Center for Disease Control (CDC) guidelines to postpone or cancel all events scheduled or permitted through the City of Cocoa at city facilities through May 11, 2020. Staff came back to Council at the April 22, 2020 Council meeting requesting direction on further cancellations or postponements past the May 11th date. It was decided again, based on further CDC guidelines regarding the mass gathering of the public to move forward with postponing or cancelling all events through June 30, 2020. At the June 10, 2020 Cocoa City Council meeting, Council permitted private events to continue past June 30, 2020 with the addition of a COVID-19 hold harmless agreement and organizers using precautions to keep attendees safe. Council requested that any public special events planned for the month of July come back at the next Council meeting with a plan submitted on how they plan to protect attendees of the event.

Currently, the State of Florida is in Phase 2 of the plan to re-open Florida. In this phase of the plan, mass gatherings are limited to 50 people at a time. A limit of the number of people gathered does not come off until Phase 3 of the proposed plan.

The following are events that are requesting to host in the month of July:

- July 4, 2020: Street Closure/Block party

- July 12, 2020: Village Idiot Pub Fundraising Concert
- July 25, 2020: HCVMS Sip and Stroll

(waiting on submitted COVID-19 protection plans)

STRATEGIC PLAN CONNECTION:

Marketing of city facilities for recreational/event purposes to promote and enhance the image of Cocoa.

BUDGETARY IMPACT:

All events are included in the revenue projections for the Leisure Services division.

PREVIOUS ACTION:

In March 2020, Cocoa City Council made the decision in accordance with the Center for Disease Control (CDC) guidelines to postpone or cancel all events scheduled or permitted through the City of Cocoa at city facilities through May 11, 2020. Staff came back to Council at the April 22, 2020 Council meeting requesting direction on further cancellations or postponements past the May 11th date. It was decided again, based on further CDC guidelines regarding the mass gathering of the public to move forward with postponing or cancelling all events through June 30, 2020. At the June 10, 2020 Cocoa City Council meeting, Council permitted private events to continue past June 30, 2020 with the addition of a COVID-19 hold harmless agreement and organizers using precautions to keep attendees safe. Council requested that any public special events planned for the month of July come back at the next Council meeting with a plan submitted on how they plan to protect attendees of the event.

RECOMMENDED MOTION:

Seek Council direction on holding public special events at City facilities in the month of July.

Legislation Details (With Text)

File #:	20-343	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/12/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Facility Assessment - Dr. Joe Lee Smith Building - 6/15/2020				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2020
Agenda Date: June 24, 2020
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building.

BACKGROUND:

The existing Dr. Joe Lee Smith Park Community Center (Existing Building) was originally constructed in 1964 to provide an indoor athletic and community gathering space for the surrounding community. The existing building is approximately 7,800 square feet and is comprised of a gymnasium, locker rooms, offices, kitchen area, game room, and a meeting room. As part of the Diamond Square CRA Redevelopment Goals, a new Dr. Joe Lee Smith Community Center (New Building) was proposed. On July 13, 2018, the City Council approved a task order to Architect RZK, Inc. (RZK) for the initial design tasks in preparation for a future design-build contract associated with the New Building. The objective of the New Building was to completely replace the Existing Building and provide additional amenities as well. As part of the New Building project, the Existing Building underwent a Facility Condition Assessment by RZK. This assessment was an examination of the Existing Building's structural, mechanical, electrical, plumbing, and telecom features (SMEPT). As part of the evaluation, RZK also cross-checked the requirements of the Secretary of Interior's Historic Register. This research determined that the Existing Building would likely not qualify for that designation. Below is a summary of the SMEPT evaluations in the RZK assessment:

- Architectural - The facility is outdated and will need upgrades to comply with the Florida Building Code if the building is to continue its current use (Assembly A-3). Since the New Building was intended to absorb all of the Existing Buildings uses, it could be assumed that if the Existing Building continued to operate, it would be under a different function than that of a community center. The change in functional class of this building will trigger significant upgrades to bring the building into complete code compliance with the Florida Building Code. In general, there are issues with ADA Compliance, Emergency Egress, and Energy. It is unknown if the building contains lead-based paint. If the facility continues being used, an evaluation should be performed.
- Structural - The building's structural integrity appears to be in an acceptable condition. There are some minor cracks in the concrete masonry unit wall that indicates a settlement of the foundation.
- Mechanical
    - The Heating, Ventilation, and Air Conditioning (HVAC) System consists of 15-ton and 20-ton package units and a 5-ton split system. The 20-ton and 5-ton systems have exceeded their useful life and are obsolete. Two gas-fired unit heaters have also been abandoned in place. Portions of the current HVAC system do not currently meet codes and should be brought up to current code if the building continues to be occupied.
- Electrical - The electrical system appears to be original to the building and is significantly outdated. The system itself is residential grade and would need to be exchanged with commercial-grade electrical components. Multiple issues within this building violate the National Electric Code and the Florida Building Code.
- Plumbing - This system component is outdated and many of the fixtures do not meet ADA compliance.
- Telecom/Fire Alarm - These systems are not installed correctly or not functioning. The building currently is not protected by a fire alarm system.

Currently the facility is operated and maintained by Brevard County through the use of District 4 tax revenue. Since Brevard County Parks and Recreation will be transitioning services into the New Building, the County will no longer provide maintenance of the Existing Building. Per RZK, to simply operate and maintain the building as-is, the City would need to budget at least $47,000 annually. This would not account for any equipment failures. If the building was brought up to code with no change in functional classification, it would cost approximately $1,108,800 for the renovations to support another use. If a change in functional classification occurred, the cost of renovation could be significantly higher. Additional costs for design and permitting could increase these costs by another 10-20%. Once the County transitions into the New Building, the City will then assume the costs of maintaining and operating the Existing Building. This will likely begin in July 2020 and encumber unbudgeted funds.

As part of the financial consideration for this building, the approximate cost to demolish this building would be less than the cost of one year’s maintenance. The estimated cost of demolition is $15,000. As part of the Diamond Square Stormwater Analysis, the Existing Building site was identified as a possible location for a small-scale stormwater pond to support the local community. The analysis indicates that some of the problematic areas around Barbara Jenkins St. and David St. could see a reduction in water levels near 5-inches during high intensity, short-duration rain events. With the introduction of a pump station at the possible Dr. Joe Lee Smith Pond Site, similar reductions in water levels are seen for multiple rain event scenarios over a larger area. The Stormwater Analysis report is still in draft and these numbers are preliminary. After demolition, the estimated design and

construction of just the pond would be about $400,000. The pump station phase of this project is estimated at $3.1 million. Any stormwater-related costs associated with this potential project would be dependent on the Stormwater Utility Fund.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

PREVIOUS ACTION:

Council approved awarding the Design-Build Contract to W&J Construction to construct the new Dr. Joe Lee Smith Community Center on January 9, 2019.

RECOMMENDED MOTION:

Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building.

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DR. JOE LEE SMITH

COMMUNITY CENTER

FACILITY ASSESSMENT



JUNE 15 2020 Project. No.: 2020.01

Prepared by:

Architects RZK, Inc.
AA-C001568

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TLC ENGINEERING SOLUTIONS

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1. EXECUTIVE SUMMARY

Architects RZK, Inc. (**RZK**) was commissioned to perform a facility assessment of the existing Dr. Joe Lee Smith Community Center. **RZK** performed the architectural assessment and enlisted the assistance of TLC Engineering Solutions (**TLC**) for the assessment of structural, mechanical, electrical and telecom (**SMEPT**) features.

Per our research the facility has no historical significance which would permit the center to be placed on the Secretary of Interior's Historic Register. This would prevent the City of Cocoa from securing any funding from governmental resources associated with historic building restoration.

Current costs for operating and maintaining the facility total nearly $47,000 annually.

Our evaluation of the architecturally related functions, features and systems, (i.e.: life safety, ADA access, spatial use, finishes and fit-out) and **SMEPT** features confirms the facility, regardless of the continued maintenance thereof, is outdated and in need of significant repairs/remodeling to render it code compliant and useful. The primary structural support systems (building shell) are in reasonably good condition and the facility electrical, and HVAC systems are being maintained in working condition, except for the lack of heating; but all are in need of complete replacement. The facility is also compromised by failing to meet current standards for; ADA access / egress, lack of fire alarm and fire suppression systems, and the building envelope lacks any thermal insulation with exception of the roof.

Architecturally the facility is outdated and in need of significant upgrades to comply with code particularly if the building function (classification) is modified since the new Dr. J. L. Smith Center has been designed to replace this facility. Necessary repairs are dependent upon any future use of the facility, AHJ interpretation of FBC Existing Building Code provisions, and City preferences to upgrade and modernize the facility equipment to new construction options. However, such an extensive effort would be at considerable expense.

For example, should the facility. be renovated to maintain the current functions (i.e.: use), a construction cost estimate of $1,108,800.00 to bring the facility up to code is provided at the end of this study. This figure is for the construction cost only and does not include soft costs such as consultant fees, testing and the like.

The new Dr. Joe Lee Smith Center located on the same block is designed to not only duplicate the functions of the old center, but provide additional spaces for use by the community; all of which are in a code compliant, warranted and an up-to-date facility. Therefore, should the existing facility were to be modified to function on a different level providing functional spaces contrary to their original use but to not duplicate that in the new facility (i.e.: interior basketball court to something else) the cost would exceed that to simply bring it back up to code. Not knowing what the function would become we suggest the city would spend from $295 to $400 per square foot (i.e.: $2.31 mil. to $3.12 mil.) for the construction effort alone not considering the soft costs. These costs exceed that for normal new construction because you must first selectively demolish portions of the existing facility prior to updating or modifying it with new construction.

2. PURPOSE

The City of Cocoa requested a review of the existing Dr. Joe Lee Smith & Cultural Center to evaluate feasibility and implications of rehabilitation and repair. This assessment to includes:

- Architectural
- Structural
- HVAC, Plumbing, Fire Protection
- Electrical
- Technology

3. BACKGROUND

This evaluation / assessment is based on limited information available from the discussions with City staff, County staff and observations of the facility.

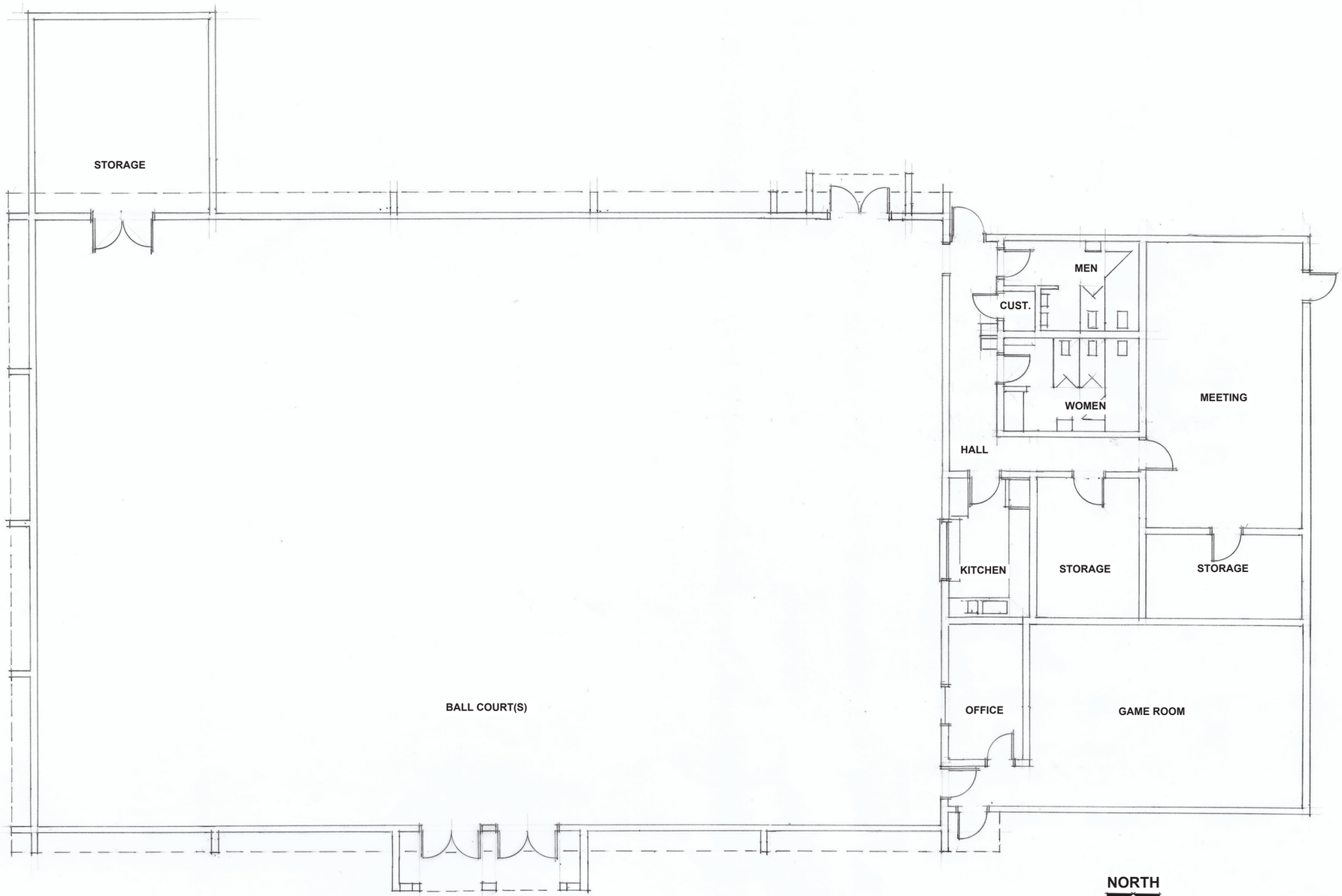
Verbal information obtained from several sources confirm the facility was constructed in the early 1960's. Any original design or construction documents are not available for review.

To prepare this report RZK performed a field evaluation of the visible life safety and architectural systems and TLC performed a field evaluation of existing engineering systems in March 2020. Field observations were predominantly visual in nature and did not include destructive testing, removal of finishes or invasive means and methods of evaluation.

The facility is approximately 60 feet by 130 feet and roughly 7,800 square feet (see attached plan) and includes:

- Gymnasium (large volume space)
- Men's / women's restrooms and locker rooms
- Office space
- Storage rooms
- Kitchen
- Game room
- Conference / meeting room

FACILITY CURRENT FLOOR PLAN



EXISTING FACILITY - FLOOR PLAN

SCALE: 3/16" = 1'-0" ON 24" X 36" PAPER

© 2018 ARCHITECTS RZK, INC.

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SUBMITTALS

DR. J. L. SMITH CENTER

419 WASHINGTON AVENUE

COCOA, FL. 32922

PROJECT ADDRESS

DRAWING TITLE:

EXISTING FLOOR PLAN

DRAWING NO.:

FP-01

FIELD OBSERVATIONS

4.0 ARCHITECTURAL

Architecturally the facility is outdated and in need of significant upgrades to comply with code particularly if the building function (classification) is modified since the new Dr. J. L. Smith Center has been designed to replace this facility. If that is the case the entire facility will need to be code compliant and every existing feature analyzed for compliance.

Use & Occupancy Classification

Current classification per the new Florida Building Code is ASSEMBLY A-3.
The shell Construction Type per the same code is likely Type IIB (non-combustible) without a fire suppression system (unprotected)
The code allows a size of 9,500 square feet without the fire sprinkler system which is greater than what exists so that is compliant. If the facility size is increased a fire sprinkler system may be required.

ADA Compliance

With exception of the north entrance from the parking lot all other entrances & exits are non-compliant (photos A10 and A-11).
Corridors are far too narrow and therefore not compliant (photos A-01 and A-02)
The kitchen area is non-compliant in size and features like casework are not ADA friendly (photo A-03).
Signage for the most part does not exist and that in place is non-complaint. (photos A-04, A-05 and A-06)

Restrooms are completely non-compliant with significantly fewer fixtures for women versus men and disproportionate quantities of lavatories to water closets in both the men and women restrooms (photos a-07, A-08 and A-09) .
Door hardware is non-compliant at most rooms but generally compliant at exits which have panic hardware (photo A-02).

Egress Compliance

A sufficient quantity of exit doors are located in appropriately. Those in areas other than the gymnasium are typically non-compliant relative to ADA usage (photos A-10 & A-11). Additionally, exit signs in the facility are not illuminated and therefore non-compliant (photosa-04, A-05 & A-06).

Finishes

Finishes are lacking in appearance and in some cased are non-compliant as follows:

1. restrooms do not appear to have an impervious finish on the walls,
2. wood paneling in the office, game room, and conference room are combustible and likely not compliant with the fire codes relative to flame spread and smoke development.

Energy Compliance

The entire facility is non-complaint relative to lighting, HVAC, glazing, wall insulation and possibly the roof insulation which cannot be determined in the absence of destructive testing.

Roofing

The roof system seems to be in reasonable condition and the age is unknown and the roof is virtually free of any penetrations, exclusive of the rooftop HVAC units.

Hazardous Materials

A report was compiled in 1999 which indicated the facility was virtually free of asbestos containing materials and a copy of same is included herewith as Attachment A.

No report has been provided relative to the presence of Lead Based Paint and we would recommend that be undertaken if the facility is to be modernized for future use.

4.1. STRUCTURAL SYSTEMS

The structural shell system consists of an 8" load bearing concrete masonry unit structure supported by shallow foundations (educated presumption) with concrete tie beam at the roof lines (photo S-01). At the gymnasium, 2'-0" concrete masonry buttress walls are spaced to support lateral out of plane wind loads (photo S-02). The low roof consists of steel K-joists supporting metal deck. Gymnasium roof system is composed of 32" deep LH joists spaced at 6'-0" O.C. supporting metal deck (photo S-03). Roof deck appears to be a type "C" conform deck supporting lightweight insulating concrete roofing, this however cannot be confirmed visually without destructive investigation. Floor slab consists of concrete on grade.

Based on visual observation, the existing structure appears to be in relatively good condition for its age and usage. The following are minor issues encountered.

1. Concrete masonry wall issues encountered through visual observation at North office entry door and East wall where CMU wall has surface cracks on door jamb/window jambs (photos S-04 & S-05).
2. Concrete masonry wall/foundation issue encountered through visual observation at North game room wall where stepped cracks in CMU wall appears to be due to settlement of foundation (photo S-06).

4.2. HVAC

The HVAC system consists of (1) nominal 15 ton & (1) nominal 20 ton packaged rooftop units and (1) 5 ton split HVAC system. The equipment is manufactured by Daikin and Carrier, respectively. The Daikin rooftop unit (photos M-01 & M2) was manufactured in 2014 and the Carrier rooftop unit (photos M-03 & M-04) was manufactured in 2004. The Carrier split system (photos M5 & M6) was manufactured in 1998. Typical useful life for this equipment is 10-15, years, thus the two Carrier systems have exceeded the typical life span. The Daikin rooftop system may have 5 – 10 years of useful life remaining. The two Carrier systems use R-22 refrigerant which has been phased out by the EPA. The Daikin rooftop unit uses R410A refrigerant which is not currently being phased out.

There are also two natural gas-fired powered unit heaters (photos M-07 & M-08) in the gymnasium. These units have been abandoned in place and the gas service to the building has been removed (photo M-09).

The two rooftop units appear older than their years as far as coil condition especially the Carrier unit (photo M-10), additionally, it utilizes R-22 refrigerant which has been phased out. The rooftop systems are connected to supply & return duct systems constructed of rigid fiberglass duct board (photo M-11). No duct mounted smoke detectors could be observed. There are large stains around the supply diffusers in the gymnasium (photo M-12) indicating that air filters in the rooftop units may not have been changed at proper intervals.

The office and other support spaces are all served by the single Carrier 5 ton split system. This system appears to be in generally good condition; however, it utilizes R-22 refrigerant which has been phased out. This system is connected to supply ducts constructed of a mix of sheet metal and duct board (photos M-13 & M-14). The system returns air through a wall grille in the main corridor (photo M-15), which does not comply with current codes.

The women's restroom exhaust fan (photo M-16) could not be confirmed to be operational. It was not operating at the time of observation. The men's restroom does not feature any kind of exhaust, natural or mechanical.

There are significant issues related to placing the building HVAC system into service in accordance with current codes and design practices. These include the following:

1. There is no mechanical nor passive ventilation air provided by the HVAC per ASHRAE Standard 62.1. If code-compliant ventilation air is introduced, the occupancy would require a significant percentage of fresh air. This would require a unit specifically designed to support large volumes of fresh air.
2. The open corridor return air plenum system incorporated may not meet the NFPA Building Codes
3. Thermostats and/or controls updated to reflect temperatures in the intended areas as they relate to specific air handling & outdoor units.
4.

4.4. PLUMBING

The potable water feed, meters, and backflow preventer are located on the east side of the building (photos P1 & P2)

Plumbing fixtures appear to be original (photo P3). The water cooler (photo P-04) is not ADA. It is likely some fixtures can be reused; however, the trim does not meet current Florida Building Code – Plumbing with respect to water consumption. This would require replacement of the flush valves and lavatory faucets. Although

this plumbing review does not address fixture counts or ADA compliance, it was noted that the depth of the existing lavatories does not appear to meet current ADA compliance.

Storm water is discharged from the roof via sheet flow. Chapter 11 of Florida Building Code – Plumbing requires storm water to discharge to an approved location. That may not prevent discharge to grade, however the current configuration has caused scouring and concrete degradation at the foundation of the building and does not possibly promote drainage away from the building foundation.

4.5. FIRE PROTECTION

The building is not currently protected by a water based fire sprinkler system, with no provision for fire water service immediately adjacent to the building. While the building currently falls within the provisions for non-sprinkled buildings in terms of area, height, and number of stories, it should be noted that for both occupancy groups A1 and A3, the non-sprinkled condition limits maximum occupancy of the facility to 300 persons – which does not comply with the required design occupancy. Refer to Architectural section for Life Safety Considerations for fire protection.

Depending on insurance carriers, the building may also require an automatic sprinkler system to be considered for occupancy.

4.6. ELECTRICAL

The electrical system consists of (2) 200A-amp 240-volt 1-phase 3-wire service disconnects located on the exterior of the building (photo E-01). This service voltage is residential grade and would not be considered for new construction of a commercial building of this size. The electrical equipment is manufactured by Square D and General Electric (photos E-02 & E-03). The observed panels are not commercial grade panelboards with bolt-in breakers but are residential grade with plug-in breakers. The electrical panelboards appear to be original to the building. Typical useful life for this equipment is 20-25, years so the systems are beyond the end of the useful life. Working clearance was not maintained in front of the panelboard within the electrical room. Within the office space, the lack of receptacles has caused the use of multiple power strips within the space, which is not advisable (photo E-04).

Surge protection devices were not observed on main disconnect or subpanels. A main ground bar for the facility was not observed. A roof mounted lightning protection system was not observed.

Lighting is mostly fluorescent type throughout the facility (E-05 & E-06). The ballasts and lamps are not energy efficient and are past their useful lives. Exit signs around the gymnasium appear to have been removed and replaced with photo luminescent type. The old exit sign back-boxes remain in place with exposed wiring and splices (photo E-07). The breakers in the gymnasium panel are being used as lighting switches for the gymnasium lighting as storage area lighting (photo E-08). Lighting control to meet the requirements of the current edition of the Florida Building Code was not observed. Emergency lighting within the gymnasium has not been protected from ball strikes and has been damaged (photo E-09).Site lighting for the facility appears to be antiquated High Pressure Sodium or fluorescent type, which is not energy efficient (photo E-10).

4.7. TELECOM

Existing telecom wiring is not installed in conduit and is not installed in a neat manner (photo T-01). Equipment is not located in a dedicated lockable enclosure/space. Wireless access points were not observed. CCTV cameras were observed, but their functionality was not readily apparent (photo T-02). An intrusion detection system was observed, but the wiring was exposed and was not secure (photo T-03).

4.8. FIRE ALARM

The building is currently not protected by a fire alarm system per NFPA 72. A fire alarm system is required where assembly occupancies meet or exceed 300 persons, where a fire sprinkler system is installed, and where HVAC systems are greater than 2000 cfm.

Depending on insurance carriers, the building may require a fire alarm system to be considered for occupancy.

5. EVALUATION AND RECOMMENDATIONS

5.0 ARCHITECTURAL EVALUATIONS AND RECOMMENDATIONS

Architecturally is difficult to make recommendations without there being an analysis of the community needs and then confirming if the facility could be modified to support those needs.

As indicated above, the gymnasium portion of the existing facility is in relatively good condition structurally. Because it is a large voluminous space it could be modified repaired to be used for a similar function at a moderate cost The adjacent offices, meeting room, game and restrooms however are non-compliant in nearly every life safety category and that entire appendage would need have extensive modifications if it is to be used for support spaces associated to the larger gymnasium. If a viable use for the gymnasium which did not require substantial upgrades and the entire facility is to be modernized, it would be best to simply demolish that appendage and rebuild new support spaces.

5.1. STRUCTURAL EVALUATION AND RECOMMENDATIONS

Renovating the existing building in a way that would trigger an alteration level 2 or 3 or changing the occupancy of the building could cause additional structural renovations. Below are a few items that would need to be further evaluated if the building is renovated.

1. Level 2/3 alteration or change of occupancy would require an evaluation of the existing CMU shear wall lateral structure for in-plane shear loads and out-of-plane wind loads. As design wind loads have increased since the existing building was constructed, a level 2/3 alteration or change of occupancy would require a reanalysis of the existing structure if the wind loads have increased by 10% or more. This could result in additional reinforcing placed in existing CMU walls from tie beam to existing foundation.

2. Level 2/3 alteration or change of occupancy would require an evaluation of the existing steel framed roof system. Similar to issue 1, vertical design wind pressures have increased since existing building was constructed, a level 2/3 alteration or change of occupancy would require a reanalysis of the existing structure if the wind loads have increased by 5% or more per section 807.4 & 1007.1 of the 2017 Florida Building Code – Existing Building. This could result in reinforcement of existing steel joist roof structure.

The alterations above are based on Florida Building Code 2017 – Existing Building, Sixth Edition and are subject to enforcement by permitting office.

5.2. HVAC EVALUATION AND RECOMMENDATIONS

The existing HVAC systems are generally functional, however the ventilation air deficit should be addressed. As is the HVAC systems would not meet the current Florida Building Codes nor the Fire Protection codes. We recommend the following recommendations:

1. Cleaning & repairing all HVAC equipment and duct systems.
2. Replacement of HVAC units that are beyond their useful service life & use outdated refrigerants.
3. Replacement of fiberglass duct board with sheet metal ductwork.
4. Installation of extended return duct systems from each of the support areas to their air handler.
5. Installation of make-up air units to introduce pre-conditioned fresh air to the spaces in quantities to be compliant with ASHRAE 62.1 standard.
6. Installation of a new general exhaust system to serve the restrooms and kitchen.
7. Installation of smoke detectors and fire dampers where required

In addition to these recommendations for the HVAC systems to be in compliance with Florida Building Code – Energy Conservation, significant upgrades to the building envelope, including windows, roof and wall insulation, would also be required to maintain code compliance.

5.3. PLUMBING EVALUATION AND RECOMMENDATIONS

To meet minimal code standards, the fixture count and ADA compliance should be reviewed.

5.4. FIRE PROTECTION EVALUATION AND RECOMMENDATIONS

It appears that the building may not require sprinklers based on construction, size and imposed limits on occupancy. This would limit the use of the building to 300 occupants under the current code, and could be considered a significant obstacle to usefulness as a public recreational facility. Refer to Architectural section for life safety considerations. To keep this facility comparable in terms of safety to a new structure intended for large group occupancy, an automatic sprinkler system for light hazard occupancy density should be considered. This would require a new fire water service with backflow, plus sprinkler piping and heads. If the stage is maintained, standpipes should be installed on either side of the stage.

5.5. ELECTRICAL EVALUATION AND RECOMMENDATIONS

There are a few issues related to bringing the building electrical system in accordance with current codes and design practices. These include the following:

1. A majority of the electrical system appears to be original to the building. Due to its age, it is recommended to replace the entire system.
2. At a minimum, replace the existing electrical panels. The existing panels are not commercial grade and are obsolete with breakers not readily available.
3. Provide a single service disconnect and meter for the building. This reduces confusion for maintenance personnel and is less costly to maintain.
4. Panel working clearances should be maintained.
5. Surge protective devices should be installed at main panel and first sub panel to provide two levels of protection.
6. Add ground bar and bond all low voltage systems, neutral, and ground bar at main service disconnect.
7. Existing lighting controls do not meet current energy code requirements and would require replacement.
8. Replace all interior and exterior lighting with LED for more pin-point control and energy efficiency.

Provide new emergency and exit lighting within the gymnasium and provide wire guards to protect the lighting from damage.

5.6. TELECOM EVALUATION AND RECOMMENDATIONS

To meet minimal code telecom standards the following would be required:

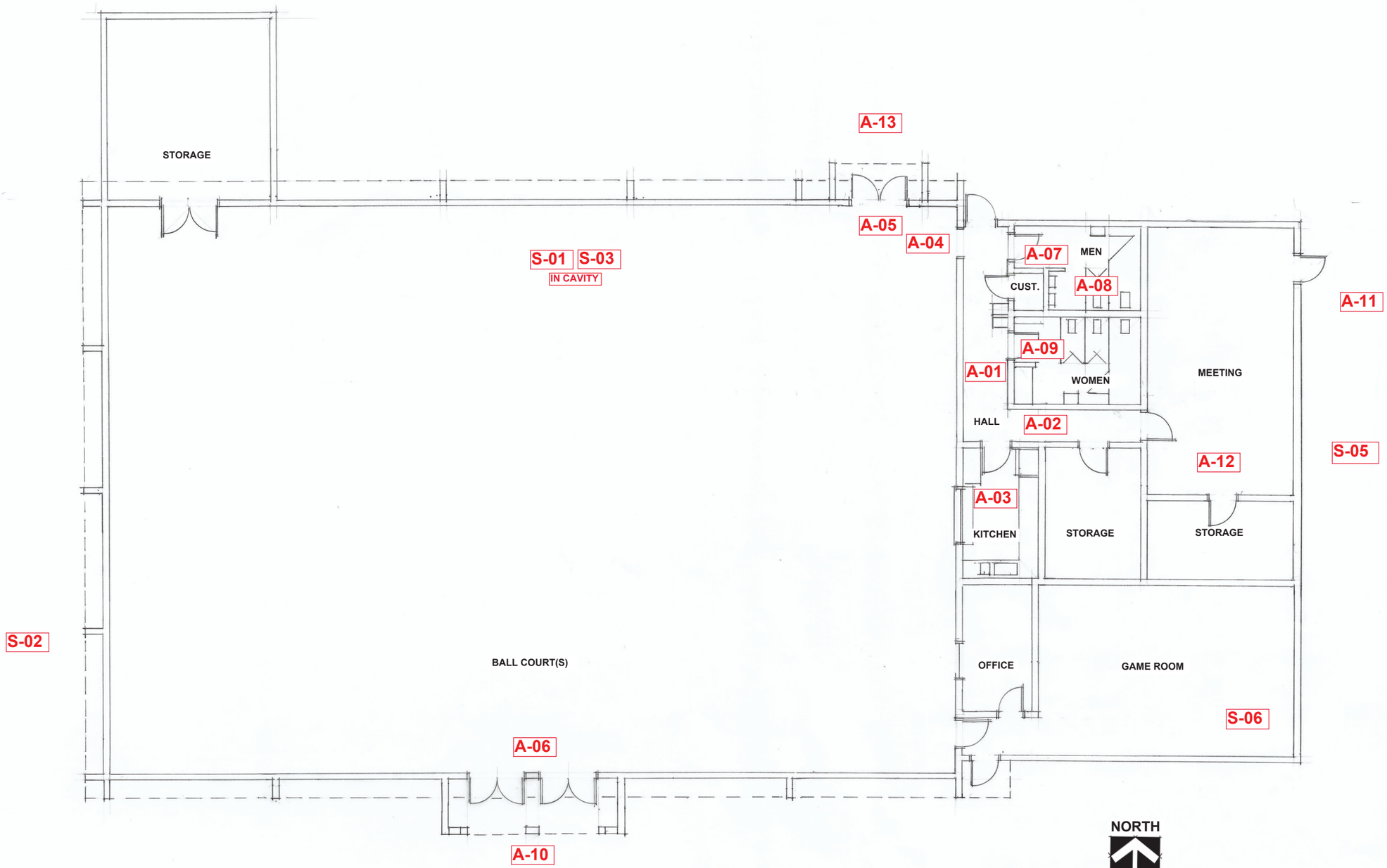
1. Install wiring in conduit.
2. Replace existing wiring to meet current transmission rate recommendation.
3. Install low-voltage systems in a dedicated lockable enclosure or space.
4. Install wireless access points to improved functionality of the building to current recommendations.
5. Provide a complete building, fully integrated CCTV, access control, and intrusion detection system.

5.7. FIRE ALARM EVALUATION AND RECOMMENDATIONS

The building may not require a fire alarm notification system based on the current construction, size and imposed limits on occupancy. This would limit the use of the building to 300 occupants under the current code, and could be considered a significant obstacle to usefulness as a public recreational facility. To keep this facility comparable in terms of safety to a new structure intended for large group occupancy, an automatic fire alarm system should be considered and is recommended. This would require a new fire alarm addressable system with speakers, strobes, smoke, and duct smoke detectors with central station monitoring via cellular communication.

6. KEY PLANS & PHOTOGRAPHS

6.1 ARCHITECTURAL KEY PLAN AND PHOTOGRAPHS



ARCHITECTURAL & STRUCTURAL PHOTOS KEY PLAN

SCALE: 3/16" = 1'-0" ON 24" X 36" PAPER

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F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

DR. J. L. SMITH CENTER

419 WASHINGTON AVENUE

COCOA, FL. 32922

PROJECT ADDRESS

DRAWING TITLE:

PHOTOS KEY PLAN

DRAWING NO.:

PK-01



A-01 Narrow Corridor (Non-Conforming)



A-02 Narrow Corridor (Non-Conforming)



A-03 Narrow Kitchen (Non-Conforming)



A-04 Exit Sign (Non -Conforming)



A-05 Exit Sign (Non-Conforming)



A-06 Exist Sign & Doors (Non-Conforming)



A-07 Men's Toilet (Non-Compliant)



A-08 Men's Toilet (Non-Complaint)



A-09 Women's Toilet (Non-Conforming)



A-10 South Entry (Non-Conforming)



A-11 West Exit (Non-Conforming)



A-12 Wall Finishes (Non-Conforming)



A-13 North Entry (Only ADA Access & Exit)

STRUCTURAL:



S-01. Concrete tie beam at roof line



S-02. CMU Buttress Walls



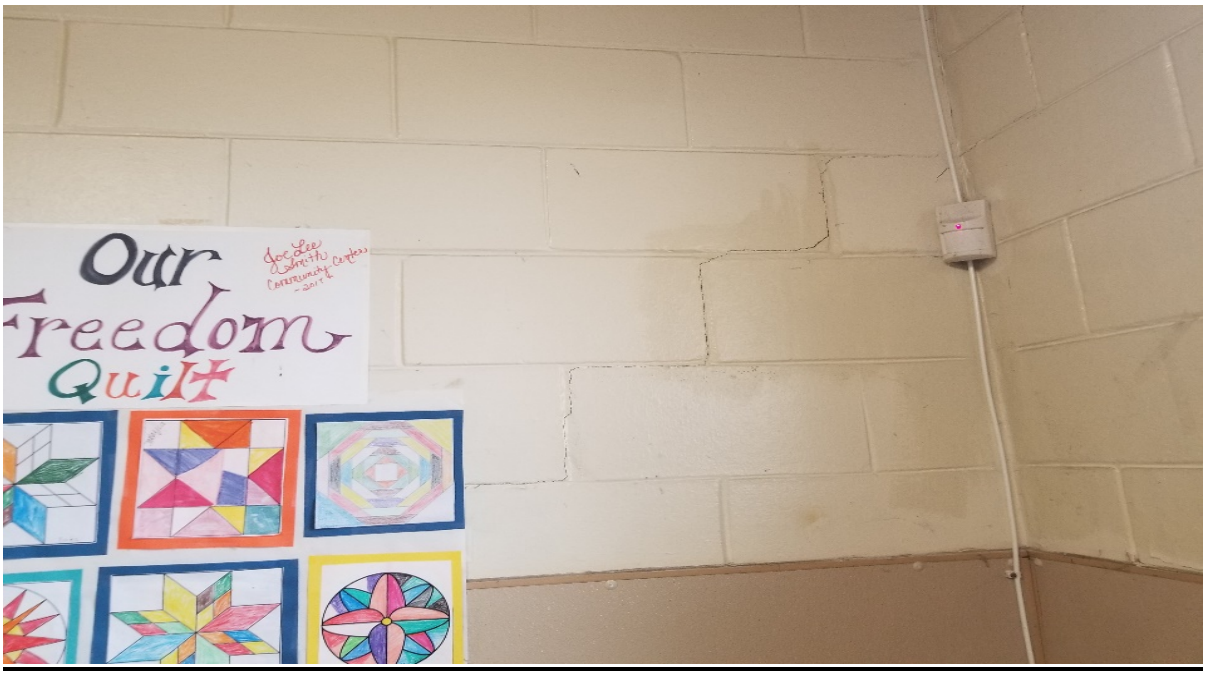
S-03. LH Roof Joists



S-04. CMU North Office Jamb Cracks

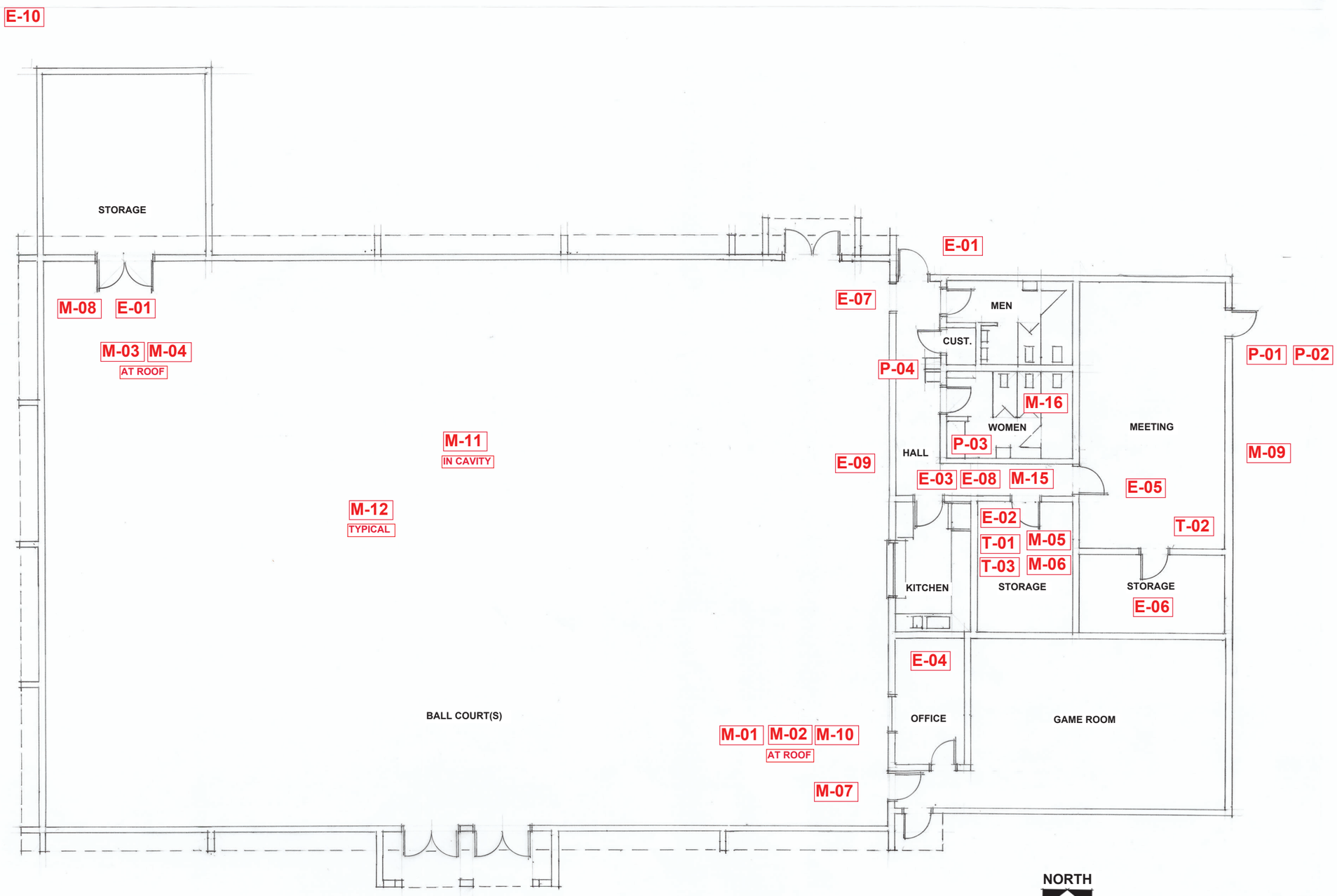


S5. CMU East Window Jamb Cracks



S6. CMU Game Room Wall Settlement Cracks

6.2 MECHANICAL ELECTRICAL AND TELECOM KEY PLAN & PHOTOGRAPHS



MECHANICAL, ELECTRICAL & TELCOM PHOTOS KEY PLAN

SCALE: 3/16" = 1'-0" ON 24" X 36" PAPER

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SUBMITTALS

DR. J. L. SMITH CENTER

419 WASHINGTON AVENUE

COCOA, FL. 32922

PROJECT ADDRESS

DRAWING TITLE:

PHOTOS KEY PLAN

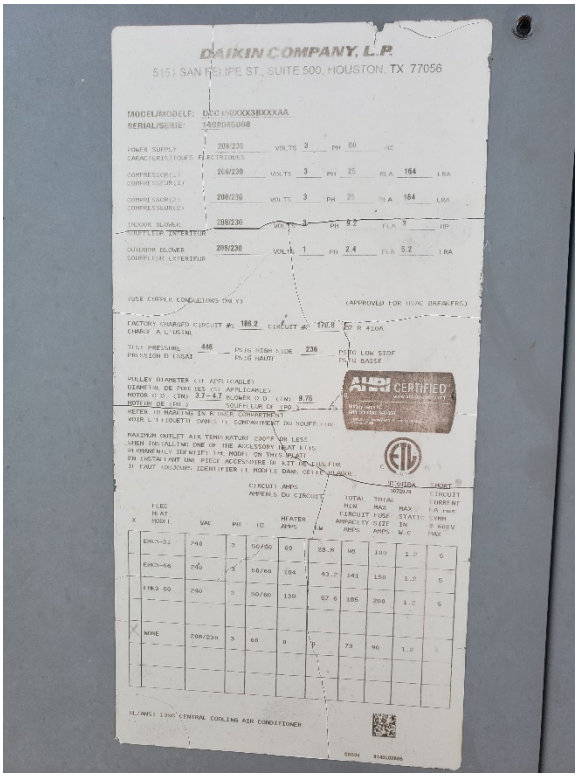
DRAWING NO.:

PK-02

MECHANICAL:



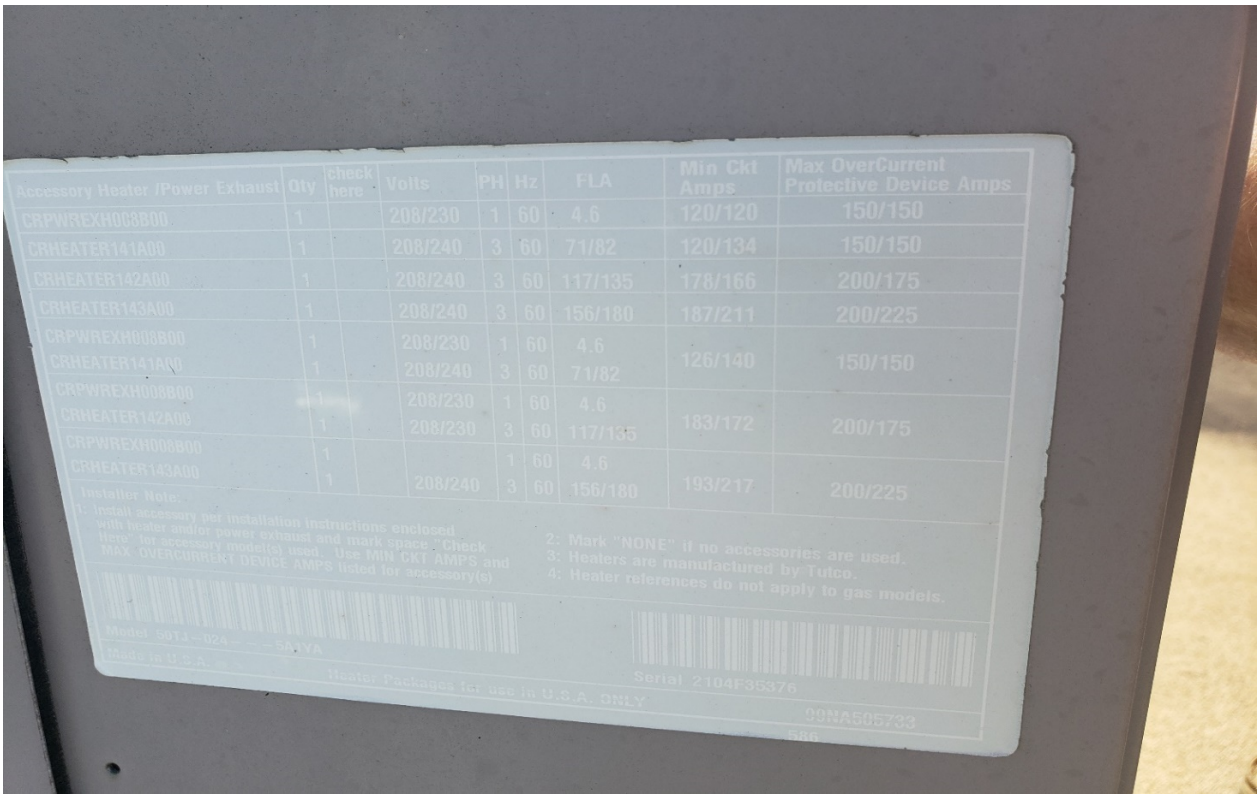
M-01. Daikin RTU



M-02. Daikin RTU



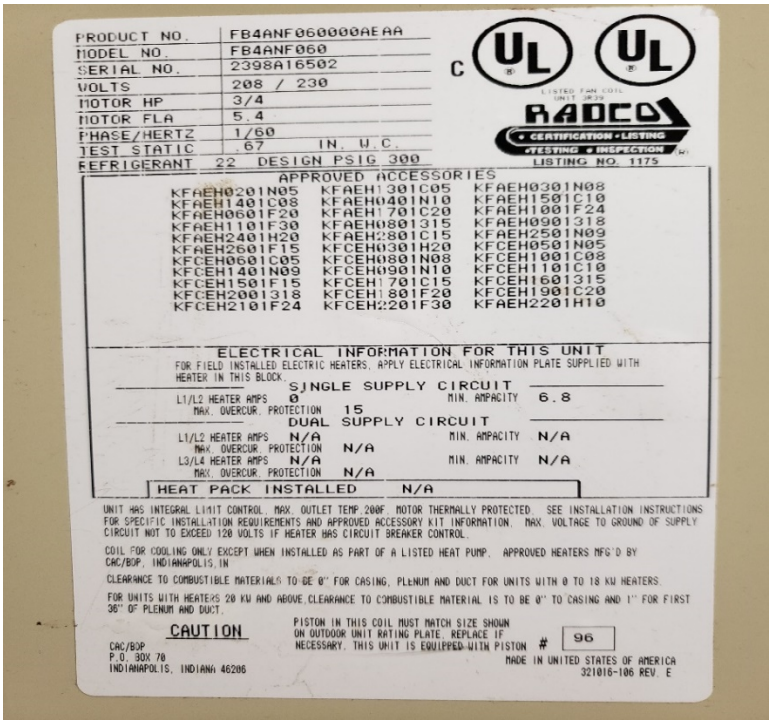
M-03. Carrier RTU



M-04. Carrier RTU



M-05. Carrier Split System



PRODUCT NO.	FB4ANF060000AEAA
MODEL NO.	FB4ANF060
SERIAL NO.	2398A16502
VOLTS	208 / 230
MOTOR HP	3/4
MOTOR FLA	5.4
PHASE/HERTZ	1/60
TEST STATIC	.67 IN. W.C.
REFRIGERANT	22 DESIGN PSIG 300

LISTING NO. 1175

APPROVED ACCESSORIES

KFAEH0201N05	KFAEH1301C05	KFAEH0301N08
KFAEH1401C08	KFAEH0401N10	KFAEH1501C10
KFAEH0601F20	KFAEH1701C20	KFAEH1001F24
KFAEH1101F30	KFAEH0801315	KFAEH0901318
KFAEH2401H20	KFAEH2801C15	KFAEH2501N09
KFAEH2601F15	KFCEH0301H20	KFCEH0501N05
KFCEH0601C05	KFCEH0801N08	KFCEH1001C08
KFCEH1401N09	KFCEH0901N10	KFCEH1101C10
KFCEH1501F15	KFCEH1701C15	KFCEH1601315
KFCEH2001318	KFCEH1801F20	KFCEH1901C20
KFCEH2101F24	KFCEH2201F30	KFAEH2201H10

ELECTRICAL INFORMATION FOR THIS UNIT

FOR FIELD INSTALLED ELECTRIC HEATERS, APPLY ELECTRICAL INFORMATION PLATE SUPPLIED WITH HEATER IN THIS BLOCK.

SINGLE SUPPLY CIRCUIT

L1/L2 HEATER AMPS 0 MIN. AMPACITY 6.8
MAX. OVERCUR. PROTECTION 15

DUAL SUPPLY CIRCUIT

L1/L2 HEATER AMPS N/A MIN. AMPACITY N/A
MAX. OVERCUR. PROTECTION N/A
L3/L4 HEATER AMPS N/A MIN. AMPACITY N/A
MAX. OVERCUR. PROTECTION N/A

HEAT PACK INSTALLED N/A

UNIT HAS INTEGRAL LIMIT CONTROL. MAX. OUTLET TEMP. 200F. MOTOR THERMALLY PROTECTED. SEE INSTALLATION INSTRUCTIONS FOR SPECIFIC INSTALLATION REQUIREMENTS AND APPROVED ACCESSORY KIT INFORMATION. MAX. VOLTAGE TO GROUND OF SUPPLY CIRCUIT NOT TO EXCEED 120 VOLTS IF HEATER HAS CIRCUIT BREAKER CONTROL.

COIL FOR COOLING ONLY EXCEPT WHEN INSTALLED AS PART OF A LISTED HEAT PUMP. APPROVED HEATERS MFG'D BY CAC/BOP, INDIANAPOLIS, IN.

CLEARANCE TO COMBUSTIBLE MATERIALS TO BE 0" FOR CASING, PLENUM AND DUCT FOR UNITS WITH 0 TO 18 KW HEATERS.

FOR UNITS WITH HEATERS 20 KW AND ABOVE CLEARANCE TO COMBUSTIBLE MATERIAL IS TO BE 0" TO CASING AND 1" FOR FIRST 36" OF PLENUM AND DUCT.

CAUTION

PISTON IN THIS COIL MUST MATCH SIZE SHOWN ON OUTDOOR UNIT RATING PLATE. REPLACE IF NECESSARY. THIS UNIT IS EQUIPPED WITH PISTON # 96

CAC/BOP
P.O. BOX 70
INDIANAPOLIS, INDIANA 46206

MADE IN UNITED STATES OF AMERICA
321016-106 REV. E

M-06. Carrier Split System



M-07. East Abandoned Unit Heater



M-08. West Abandoned Unit Heater



M-09. Abandoned Natural Gas Connection



M-10. Carrier RTU



M-11. Duct Board Ductwork



M-12. Typical Gym Ceiling Diffuser



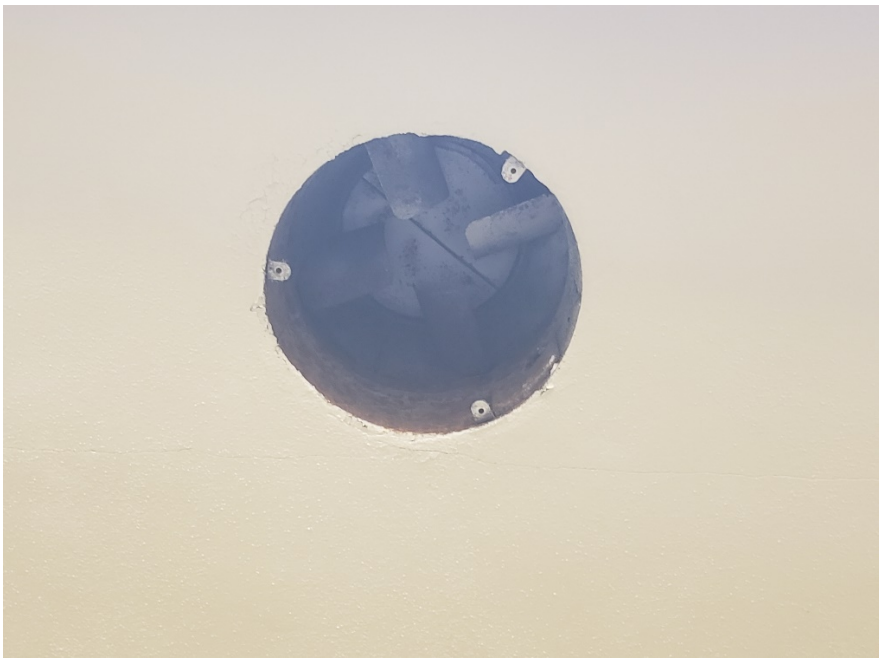
M13. Supply Duct



M14. Supply Duct



M-15. Corridor Return Air Path



M16. Women's Restroom Exhaust Fan

PLUMBING



P1. Water meters



P-02. Backflow Preventer



P-03. Original Fixtures



P-04. Water Cooler

ELECTRICAL:



E-01. Electrical Service Disconnects



E-02. Electrical Equipment Panel



E-03. Electrical Equipment panel



E4. Power Strip Usage



E5. Fluorescent lighting



E6. Fluorescent lighting



E7. Removed exit sign with exposed wiring



E-08. Breakers used for lighting control



E-09. Damaged Emergency Lighting

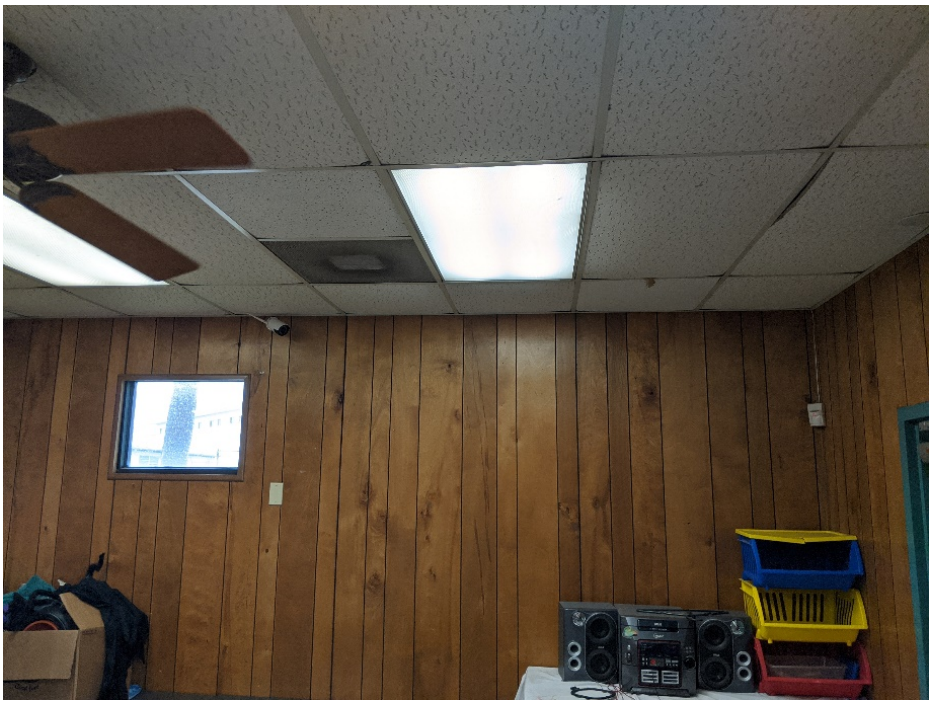


E-10. Exterior Lighting

TELECOM



T-01. Telecom wiring not installed in conduit



T-02. CCTV/Intrusion detection wiring not protected



T-03. Intrusion detection wiring not protected

7. MAINTENANCE COSTS

Annual maintenance costs amount to $45,784.20 with only a fraction of that cost allocated to repairs.

Below is the itemization of the expenses.

Other Contracted services:	$ 4,185.00
Utility Services	$ 26,80.34
Repairs & Maintenance	$ 3,352.61
Operating Supplies	$ 1,966.94
Allocated Expenses	$ 9,474.31
TOTAL	**$45,748.20**

8. CONCEPTUAL BUDGET ESTIMATE

The attached budget estimate has been prepared to demonstrate a cost to simply modernize the facility keeping the use as close to that presently just to demonstrate what cost would be realized for an effort of that magnitude. **Any additional modernization / remodeling would be more costly**

With this estimate modernization would include maintaining the gymnasium space for its current use but providing the necessary work to bring it up to current code.
Remodeling the spaces east of and adjacent to the gym given the need to enlarge a number of them to comply with code would involve hollowing out the shell and reconfiguring that entire area to include as many similar spaces as is possible. This would involve enlarging the restrooms to accommodate a maximum capacity of 400 persons (as required by code) and be accessible per ADA requirements.

should the existing facility be modified to function on a different level providing functional spaces contrary to their original use but to not duplicate that in the new facility (i.e.: interior basketball court to something else) the cost would exceed that to simply bring it back up to code. Not knowing what the function would become we suggest the city consider spending from $295 to $400 per square foot (i.e.: $2.31 mil. to $3.12 mil.) for the construction effort alone not considering the soft costs. These costs exceed that for normal new construction because you must first selectively demolish portions of the existing facility prior to updating or modifying it with new construction.

EXISTING DR. JOE LEE SMITH CENTER (CONCEPTUAL BUDGET ESTIMATE)

DATED: 05.15.20

TASK / DESCRIPTION	QUANT./ UNIT	FULL MODERNIZATION		
DIVISION 00 GENERAL CONDITIONS				
GENERAL CONDITIONS & PROFIT	L.S.	$120,000.00		
DIVISION 01 GENERAL REQUIREMENTS				
GENERAL REQUIREMENTS	L.S.	$45,000.00		
DIVISION 02 SITE DEVELOPMENT				
EARTH WORK, SIDEWALKS & PAVING	L.S.	$100,000.00		
LANDSCAPE	L.S.	$30,000.00		
DIVISION 03 CONCRETE				
NEW FOUNDATIONS FOR REMODELING ADJUNCT	L.S.	$50,000.00		
DIVISION 04 MASONRY				
WALLS WITHIN ADJUNCT SPACES	L.S.	$40,000.00		
DIVISION 05 STEEL				
MISC. STEEL, HANDRAILS ETC.	L.S.	$50,000.00		
DIVISION 06 WOOD				
MISC CASEWORK	L.S.	$10,000.00		
DIVISION 07 ROOF & THERMAL				
REPAIRS TO ROOFING AT NEW HVAC UNITS	L.S.	$10,000.00		
SEALANTS	L.S.	$10,000.00		
INSULATION OF EXISTING MASONRY (ALL)	L.S.	$25,000.00		
	L.S.			

TASK / DESCRIPTION	QUANT./ UNIT	FULL MODERNIZATION		
DIVISION 08 DOORS & WINDOWS				
ALL NEW WINDOWS (IMPACT)	L.S.	$80,000.00		
ALL NEW DOORS & HARDWARE	L.S.	$15,000.00		
DIVISION 09 FINISHES				
ACOUSTICAL TREATMENTS AT GYM	L.S.	$50,000.00		
TILE AT TOILETS	L.S.	$25,000.00		
CEILINGS ADJUNCT & GYM	L.S.	$35,000.00		
FLOORING & BASE	ALLOWANCE	$50,000.00		
PAINTING (INTERIOR & EXTERIOR)	L.S.	$50,000.00		
DIVISION 10 ACCESSORIES				
TOILET PARTITION & TOILET ACCESSORIES	L.S.	$10,000.00		
SPECIALTIES	ALLOWANCE	$8,000.00		
SIGNAGE	ALLOWANCE	$500.00		
FIRE EXTINGUISHERS	ALLOWANCE	$300.00		
DIVISION 11 NOT USED				
DIVISION 12 NOT USED				
DIVISION 15 MECHANICAL & FIRE PROTECTION				
FIRE PROTECTION	L.S.	$50,000.00		
PLUMBING	L.S.	$50,000.00		
HVAC (ALL NEW SYSTEMS & DUCTWORK)	L.S.	$60,000.00		
DIVISION 16 ELECTRICAL				
SITE ELECTRICAL	ALLOWANCE	$10,000.00		
INTERIOR ELECTRICAL	L.S.	$125,000.00		
	TOTAL:	**$1,108,800.00**		

Legislation Details (With Text)

File #:	20-346	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	6/15/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A - Rates.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 15, 2020
Agenda Date: June 24, 2020
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal.

BACKGROUND:

The City of Cocoa utilizes Waste Management Inc. of Florida to service both residential and commercial properties within the city limits of Cocoa, as part of the City's Solid Waste Agreement. As part of this agreement, Waste Management Inc. provides residential household waste, recyclable, and vegetative waste pick-up. Commercial properties are serviced for general waste pick-up, with the option for both recyclable and vegetative waste pick-up. The City has had a long-standing problem with commercial properties placing vegetative matter in the rights-of-way and not having a commercial vegetative account set up. This is a violation of City Code and typically results in a combined effort between Code Enforcement and Public Works to have the vegetative waste removed. This also drastically affects the City's physical image to residents, property owners, and visitors to the City. This effort pulls department resources from their daily duties, thus resulting in overtime work to get back on schedule. Upon review of the City's waste collection rate sheets, an option exists for commercial properties to schedule pick-ups through Waste Management Inc. Please refer to Attachment A for these rates. In lieu of the Public Works Department expending time and

resources on the removal of commercial vegetative waste, Staff would like to work through Code Enforcement for the following process:

- Commercial vegetative waste identified
- Code Enforcement is notified and notices the utility account owner of the following:

> "Vegetative waste has been identified at [INSERT ADDRESS] to which no commercial vegetative waste accounts exist. The Account Owner has 10 calendar days from the receipt of this notice to have all vegetative waste properly removed and disposed of. The City's Solid Waste Contractor, Waste Management Inc., or another hauler of the owner's choice can be contacted directly for scheduled removal of these items. If at such time, after 10 calendar days from receipt of this notice, the vegetative waste has not been properly removed, City Staff will contact Waste Management Inc. to schedule a pick-up at that location. The Account Owner's utility bill will be charged according to the rates in the attachment."

This procedure will allow a majority of the problematic areas to be serviced and billed properly. This procedure is intended to address commercial vegetative waste. The Public Works Department will continue to work with residential customers for bulk vegetative waste pick-ups through Waste Management Inc., which is part of their pre-established service. A future procedure for both commercial and residential bulk general waste will be established in the future. Staff is working to determine the best method to accomplish that specific task since it could include hazardous waste and specialized haulers. This would likely go through a similar abatement process with Code Enforcement.

STRATEGIC PLAN CONNECTION:

This would help to improve the City's image through the removal of waste accumulation and improve the appearance of privately-owned properties within Cocoa.

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal.

powered by Legistar™

F R E Q U E N C Y

S I Z E	1	2	3	4	5	6	XPU
2	38.42	76.85	115.29	153.72	192.13	230.56	18.92
3	57.64	115.29	172.92	230.56	288.20	345.86	28.38
4	76.85	153.72	230.56	307.43	384.28	461.13	37.84
6	115.29	230.56	345.86	461.12	576.41	691.71	56.76
8	153.72	307.43	461.13	614.86	768.56	922.28	75.68

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

1	2	3	4
CAN	**CANS**	**CANS**	**CANS**
$27.80	$55.60	$83.40	$111.20

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	*Recycle*	*Yard Trash*	*Total*
Single home per unit	**$8.14**	**$1.82**	**$1.82**	**$11.78**
Multi Family per unit	**$8.14**	**$1.82**	**$1.82**	**$11.78**
Cart Exchange Charge				**$ 25.00**

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	**$53.38**
Half truck load	**$106.75**
Three Quarter truck load	**$160.09**
Full truck load	**$212.26**

	Ceiling Pull Rate
15 Yard Open Top Per Pull	**$153.89**
20 Yard Open Top Per Pull	**$172.34**
30 Yard Open Top Per Pull	**$184.66**
40 Yard Open Top Per Pull	**$208.91**

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

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

	Ceiling Pull Rate	**Monthly rental**	**"Turn around" charges**
15 Yard Compactor Per Pull	**$153.89**	**$120.08**	**$20.30**
20 Yard Compactor Per Pull	**$172.34**	**$120.08**	**$20.30**
30 Yard Compactor Per Pull	**$184.66**	**$120.08**	**$20.30**
40 Yard Compactor Per Pull	**$208.91**	**$120.08**	**$20.30**

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

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Cocoa

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389										

Index Change = 0.841

CPI Change = **0.33%**

City of Cocoa CPI calculation effective October 1, 2020

	Weight	% of Index Change	
Other than Fuel & Oil	87.50%	0.329%	0.29%
Fuel & Oil	12.50%	-1.709%	-0.21%
Total Rate Change			**0.07%**

Fuel Change for the City of Cocoa

Back to Contents

Data 2: M Diesel Prices - All Types

Sourcekey	EMD_EPD2D_PTE_R1Z_DPG	For City of Cocoa
Date	Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	
May-2017	2.498	-0.72%
Jun-2017	2.443	-2.20%
Jul-2017	2.427	-0.65%
Aug-2017	2.522	3.91%
Sep-2017	2.748	8.96%
Oct-2017	2.724	-0.87%
Nov-2017	2.786	2.28%
Dec-2017	2.786	0.00%
Jan-2018	2.910	4.45%
Feb-2018	2.950	1.37%
Mar-2018	2.880	-2.37%
Apr-2018	2.989	3.78%
For 2018	**Average Mo. Change**	**1.50%**
May-2018	3.133	4.82%
Jun-2018	3.130	-0.10%
Jul-2018	3.101	-0.93%
Aug-2018	3.089	-0.39%
Sep-2018	3.129	1.29%
Oct-2018	3.233	3.32%
Nov-2018	3.176	-1.76%
Dec-2018	3.025	-4.75%
Jan-2019	2.900	-4.13%
Feb-2019	2.907	0.24%
Mar-2019	2.986	2.72%
Apr-2019	3.019	1.11%
For 2019	**Average Mo. Change**	**0.12%**
May-2019	3.034	0.49%
Jun-2019	2.978	-1.85%
Jul-2019	2.937	-1.38%
Aug-2019	2.898	-1.33%
Sep-2019	2.908	0.35%
Oct-2019	2.921	0.45%
Nov-2019	2.917	-0.14%
Dec-2019	2.93	0.45%
Jan-2020	2.962	1.09%
Feb-2020	2.813	-5.03%
Mar-2020	2.634	-6.36%
Apr-2020	2.443	-7.25%
For 2020	**Average Mo. Change**	**-1.71%**

Legislation Details (With Text)

File #:	20-353	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	6/17/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Ordinance No. 07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. -2020 Meeting Day Change.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 17, 2020
Agenda Date: June 24, 2020
Prepared By: Carie Shealy, City Clerk
Through: Anthony Garganese, City Attorney
Requested Action:
Ordinance No.07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday.

BACKGROUND:

In 2018, the City Council its regular monthly meeting schedule from Tuesday to the Second and Fourth Wednesday. Additionally, other City board meeting schedules were adjusted to accommodate this change. However, at the Regular City Council meetings held on Wednesday, March 11, 2020 and June 10, 2020, the idea of moving Regular City Council meetings from Wednesday back to Tuesday was raised and briefly discussed by the City Council. The City Council directed that the City Attorney and Staff review the City Council's legal authority to amend the regular meeting day, review the impact on the current City board calendar and to report back to the City Council so the Council could consider whether or not to amend the regular meeting day.

Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month. Pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Wednesday of each and every month. Specifically, Section 2-51 provides:

Section 2-51(a): Time, place for regular meetings; procedure for cancelling meetings and

calling special meetings.

"The regular meetings *of the city council shall be held in the council* meeting *room in the municipal city hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth Wednesday of each and every month. The* meeting *time may be adjusted by the city council on a case-by-case basis to address special circumstances."*

Therefore, if the City Council desires to amend the regular City Council meeting back to the second and fourth Tuesday, Section 2-51 must be amended. For the City Council's convenience, the City Attorney has prepared the attached ordinance for consideration on first reading if the City Council desires to commence the ordinance adoption process, as required by the City Charter, to effectuate a change to Tuesday.

If the City Council passes Ordinance No. 07-2020 on first reading, Staff anticipates bringing the ordinance back for second and final reading on July 8, 2020. If the ordinance is ultimately adopted by the City Council at that meeting, it is staff's recommendation that this change does not take effect until the new fiscal year commences on October 1, 2020 in order to provide a smooth transition relative to conducting City business efficiently. Therefore, the first Tuesday meeting would be October 13, 2020.

This is being suggested due to the following reasons:

- First Public Hearing for Budget is scheduled for Wednesday, September 9, 2020
- Second Public Hearing for Budget is scheduled for Wednesday, September 23, 2020

These meetings have already been set and cannot coincide with County budget hearings.

Please be advised that if the meeting days are changed, it will also require a calendar adjustment to new nights for the following boards in order to avoid a scheduling conflict:

- **Cocoa CRA** would be moved to the Second Tuesday unless the Agency chooses to keep the second Wednesday of the month meeting date. The City Clerk spoke with Ms. Etz and Mr. Lanni. Ms. Etz was fine if this meeting moves back to Tuesday, but prefers Wednesday. Mr. Lanni is okay with whatever day is chosen.
- **Utilities Advisory Board:** Meetings are held quarterly on the 4th Tuesday of the month. Their Board secretary is polling them to ensure that they would be fine with the schedule change **(I will update this portion when received).**
- **Housing Authority** meets on the Second Tuesday of the month at 5:30 p.m. in which the Mayor is the City Council Liaison.

STRATEGIC PLAN CONNECTION:

Ensuring that the most effective, efficient, and equitable delivery of services for the residents of Cocoa, by providing a more convenient day for citizens to attend public meetings and to be able to engage with their City and its representatives

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council adopted Ordinance No. 02-2013 on January 8, 2013, which changed the ***meeting time*** of City Council meetings.

City Council adopted Ordinance No. 07-2018 on August 14, 2018, which changed the ***meeting day*** to Wednesday.

RECOMMENDED MOTION:

Ordinance No.07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday.

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ORDINANCE NO. 07-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH TUESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month; and

WHEREAS, pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Wednesday of each and every month; and

WHEREAS, the City Council desires to modify Section 2-51 of the City Code to require the City Council to conduct regular meetings every second and fourth Tuesday of each and every month; and

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. **Amendment to Section 2-51 of the City Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-51 is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a) The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth ~~Wednesday~~ Tuesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b) In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

(c) In the event the city manager becomes aware that a quorum of the council will not be available or that there is no business which needs to be presented to the council, the city manager may notify each available member of the council of the facts and, if there is no objection, cancel such regular meeting. No more than one (1) meeting per month may be cancelled by this procedure.

(d) Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective October 1, 2020, and the City Council's regular meeting schedule shall change to Tuesdays as set forth in this Ordinance beginning in October, 2020.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of July, 2020.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

Legislation Details (With Text)

File #:	20-315	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/3/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020 Rockledge Crossing Guard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 3, 2020
Agenda Date: June 10, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021.

BACKGROUND:

Pursuant to Section 163.01, Florida Statues, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end, the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School and Emma Jewel Charter Academy. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this service agreement beginning August 11, 2020 and ending May 27, 2021.

STRATEGIC PLAN CONNECTION:

Public Safety

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BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00_
Account Name	Contract Services_

PREVIOUS ACTION:

Council previously approved a similar agenda item on July 10, 2019

RECOMMENDED MOTION:

Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform

the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars

($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of an invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:
City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 690-3978
Facsimile: (321) 690-3987

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered, or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if delivery is not accepted) of the same at the address where the same is to be given, delivered, or made.

9.2 Time. Time is of the essence of this Agreement and every term and

provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys'

fees, whether at settlement, trial, post judgment, or an appeal.

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

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Cocoa's or Rockledge's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, Cocoa and Rockledge shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Cocoa and Rockledge 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). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
JAKE WILLIAMS, JR.
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
Lisa C. Nicholas
Public Relations Officer/City Clerk

Legislation Details (With Text)

File #:	20-305	**Version:**	1	**Name:**	May, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/1/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.19 thru 05.31.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 1, 2020
Agenda Date:	June 24, 2020
Prepared By:	Diane Kozlak, Senior Buyer and Contracts Agent
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020**.**

BACKGROUND:

The following reports for the period October 01, 2019 through May 31, 2020 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.

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 10-01-19 thru 05-31-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 25

City Manager = 15

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-19 thru 05-31-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP
76336	4/2/2020	Stantec Consulting Services	$ 39,666.00	3/27/2020	Matthew J. Fuhrer (Interim CM)
76452	4/27/2020	Danella Construction Corp.	$ 45,896.54	4/21/2020	Matthew J. Fuhrer (Interim CM)
76475	5/5/2020	Vortex Services, LLC	$ 49,998.00	5/5/2020	Matthew J. Fuhrer (Interim CM)
76494	5/11/2020	Cummins Sales & Service	$ 35,365.62	5/11/2020	Matthew J. Fuhrer (Interim CM)

15 **Purchase Order Approved by City Manager**

Purchase Order Approvals 10-01-19 thru 05-31-20
$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 6/1/2020

Purchase Order Approvals 10-01-19 thru 05-31-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 6/1/2020

Legislation Details (With Text)

File #:	20-316	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/4/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report May 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2020
Agenda Date: June 24, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending May 2020 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This May 2020 (FY20) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2020 Budget by Classification Report - Summary Listing

5/31/2020

Target for May 2020 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 8,100,143	$ 1,584,782	84%
OTHER PERMITS AND FEES	$ 4,566,282		$ 3,449,595	$ 1,116,687	76%
INTERGOVERNMENTAL	$ 2,490,394		$ 1,801,174	$ 689,220	72%
CHARGES FOR SERVICES	$ 11,925,767		$ 6,153,574	$ 5,772,193	52%
FINES AND FORFEITURES	$ 20,930		$ 11,984	$ 8,946	57%
MISCELLANEOUS	$ 1,169,588		$ 640,471	$ 529,117	55%
OTHER SOURCES (NON-REVENUE)	$ 10,877,566		$ 5,623,406	$ 5,254,160	52%
REVENUE TOTALS	**$ 40,735,452**		**$ 25,780,349**	**$ 14,955,103**	**63%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,047,743	$ 2,169	$ 14,625,554	$ 10,420,020	58%
OPERATING EXPENDITURES	$ 11,513,322	$ 2,658,498	$ 5,705,385	$ 3,149,439	73%
CAPITAL OUTLAY	$ 999,239	$ 515,578	$ 288,167	$ 195,494	80%
GRANTS, AIDS AND OTHER	$ 3,175,148	$ -	$ 1,564,123	$ 1,611,025	49%
EXPENSE TOTALS	**$ 40,735,452**	**$ 3,176,245**	**$ 22,183,229**	**$ 15,375,978**	**62%**
REVENUE TOTALS	**$ 40,735,452**	**$ -**	**$ 25,780,349**	**$ 14,955,103**	**63%**
EXPENSE TOTALS	**$ 40,735,452**	**$ 3,176,245**	**$ 22,183,229**	**$ 15,375,978**	**62%**
	$ -	**$ (3,176,245)**	**$ 3,597,120**	**$ (420,875)**	

*Unaudited

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
	10 00	CURRENT TAXES	369,343	127,942.76	35	5,846,715	5,966,901.89	102	6,216,058	249,156.11
	20 00	DELINQUENT TAXES	13,000	.87		13,000	2,847.13	22	14,999	12,151.87
	25 00	PENALTIES RE: TAXES	2,000	1,272.51	64	3,000	6,158.18	205	5,000	1,158.18-
	30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	384,343	129,216.14	34	5,862,715	5,975,907.20	102	6,436,057	460,149.80
312		SALES USE AND FUEL TAXES								
	41 00	LOCAL OPTION GAS TAX 6 CT	46,916	73,109.24	156	375,328	399,790.63	107	563,001	163,210.37
312	**	SALES USE AND FUEL TAXES	46,916	73,109.24	156	375,328	399,790.63	107	563,001	163,210.37
314		UTILITY SERVICE TAX								
	10 00	ELECTRICITY	125,000	121,927.67	98	1,000,000	915,996.47	92	1,500,000	584,003.53
	30 00	WATER-COCOA	29,972	30,767.42	103	239,776	242,739.95	101	359,667	116,927.05
	40 00	GAS	1,433	.00		11,464	17,585.80	153	17,200	385.80-
	80 00	PROPANE	1,666	1,792.28	108	13,328	13,979.47	105	20,000	6,020.53
314	**	UTILITY SERVICE TAX	158,071	154,487.37	98	1,264,568	1,190,301.69	94	1,896,867	706,565.31
315		COMMUNICATION SERVICE TAX								
	00 00	COMMUNICATION SERVICE TAX	52,000	50,116.53	96	416,000	405,873.92	98	624,000	218,126.08
315	**	COMMUNICATION SERVICE TAX	52,000	50,116.53	96	416,000	405,873.92	98	624,000	218,126.08
316		LOCAL BUSINESS TAX								
	00 00	LOCAL BUSINESS TAX	13,750	1,239.49	9	110,000	128,269.99	117	165,000	36,730.01
316	**	LOCAL BUSINESS TAX	13,750	1,239.49	9	110,000	128,269.99	117	165,000	36,730.01
310	***	TAXES	655,080	408,168.77	62	8,028,611	8,100,143.43	101	9,684,925	1,584,781.57
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
	00 00	BUILDING PERMITS	19,833	23,959.94	121	158,664	259,854.78	164	238,000	21,854.78-
	10 00	TRAINING SURCHARGE	66	.00		528	1,144.94	217	800	344.94-
322	**	BUILDING PERMITS	19,899	23,959.94	120	159,192	260,999.72	164	238,800	22,199.72-
323		FRANCHISE FEES								
	10 00	ELECTRICITY	109,955	.00		879,640	503,723.27	57	1,319,469	815,745.73
	40 00	GAS	2,900	.00		23,200	22,153.12	96	34,800	12,646.88
	70 00	SOLID WASTE	15,641	16,640.27	106	125,128	132,063.58	106	187,703	55,639.42
323	**	FRANCHISE FEES	128,496	16,640.27	13	1,027,968	657,939.97	64	1,541,972	884,032.03
325		SPECIAL ASSESSMENT								

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
12	*	SERVICE	0	.00		0	.00		0	.00
22	01	CHARGES FOR PUBLIC SVCS	200,000	80,822.93	40	2,620,000	2,491,039.86	95	2,620,000	128,960.14
22	02	DELINQUENT TAX	166	.69		1,328	408.90	31	2,000	1,591.10
22	03	PENALTIES	2,000	713.70	36	2,000	880.94	44	2,000	1,119.06
22	04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22	*	FIRE PROTECTION	202,166	81,537.32	40	2,623,328	2,492,329.70	95	2,774,000	281,670.30
325	**	SPECIAL ASSESSMENT	202,166	81,537.32	40	2,623,328	2,492,329.70	95	2,774,000	281,670.30
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	833	525.00	63	6,664	36,120.72	542	10,000	26,120.72-
35	00	FIRE INSPECTIONS	125	.00		1,000	2,205.00	221	1,510	695.00-
329	**	OTHER PERMITS & FEES	958	525.00	55	7,664	38,325.72	500	11,510	26,815.72-
320	***	OTHER PERMITS & FEES	351,519	122,662.53	35	3,818,152	3,449,595.11	90	4,566,282	1,116,686.89
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	.00		117,000	52,000.00	44	156,000	104,000.00
20	05	DEPT OF JUSTICE GRANTS	0	.00		0	24,879.00		22,166	2,713.00-
20	12	BULLET PROOF GRANT	0	.00		0	2,504.40		10,507	8,002.60
20	15	VICTIMS OF CRIME ACT GRNT	10,574	8,448.36	80	84,592	49,710.74	59	126,896	77,185.26
20	16	INTERNET CRIMES GRANT	833	.00		6,664	.00		10,000	10,000.00
20	*	PUBLIC SAFETY	11,407	8,448.36	74	208,256	129,094.14	62	325,569	196,474.86
39	11	FHA/FDOT LAP441205-1-5801	32,655	.00		65,310	.00		195,929	195,929.00
39	12	USDA/FOREST SVC 26866	4,167	.00		8,334	.00		25,000	25,000.00
39	*	OTHER PHYSCAL ENVIRONMENT	36,822	.00		73,644	.00		220,929	220,929.00
50	01	FEMA DISASTER RELIEF	0	.00		0	495,681.37		0	495,681.37-
50	*	ECONOMIC ENVIRONMENT	0	.00		0	495,681.37		0	495,681.37-
331	**	FEDERAL GRANTS	48,229	8,448.36	18	281,900	624,775.51	222	546,498	78,277.51-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	22,500	.00		45,000	.00		45,000	45,000.00
333	**	PAYMENT IN LIEU OF TAXES	22,500	.00		45,000	.00		45,000	45,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	7,212.79		0	7,212.79-
50	*	ECONOMIC ENVIRONMENT	0	.00		0	7,212.79		0	7,212.79-
334	**	STATE GRANT	0	.00		0	7,212.79		0	7,212.79-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	43,703	25,611.63	59	349,624	347,996.35	100	524,436	176,439.65
12	20	8TH CNT MUNICIPAL GAS TAX	13,605	7,499.72	55	108,840	101,901.93	94	163,268	61,366.07
12	*	STATE REVENUE SHARING	57,308	33,111.35	58	458,464	449,898.28	98	687,704	237,805.72
14	00	MOBILE HOME LICENSES	1,833	693.50	38	14,664	20,617.94	141	22,000	1,382.06
15	00	ALCOHOLIC BEVERAGE	0	20,276.06		0	21,471.69		21,717	245.31
18	00	LOCAL GOVERNMENT 1/2 CENT	92,494	87,334.29	94	739,952	666,108.00	90	1,109,934	443,826.00
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		8,000	4,400.00	55	16,000	11,600.00
41	00	FUEL TAX REFUNDS	0	.00		18,750	6,690.22	36	25,000	18,309.78
335	**	STATE SHARED REVENUES	151,635	141,415.20	93	1,239,830	1,169,186.13	94	1,882,355	713,168.87
337		GRANTS FROM LOCAL UNITS								
20	02	BC EMS GRANT 2020 AWARD	2,068	.00		8,272	.00		16,541	16,541.00
337	**	GRANTS FROM LOCAL UNITS	2,068	.00		8,272	.00		16,541	16,541.00
330	***	INTERGOVERNMENTAL REVENUE	224,432	149,863.56	67	1,575,002	1,801,174.43	114	2,490,394	689,219.57
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	528,666	528,667.00	100	4,229,328	4,229,336.00	100	6,343,999	2,114,663.00
31	00	ADMIN FEES STORMWATER	14,350	14,350.00	100	114,800	114,800.00	100	172,205	57,405.00
40	00	CERTIFY/COPY/SEARCH	8,000	8,692.75	109	64,000	73,565.51	115	96,000	22,434.49
90	12	PASSPORT EXECUTION FEES	341	.00		2,728	2,590.00	95	4,100	1,510.00
341	**	GENERAL GOVERNMENT	551,357	551,709.75	100	4,410,856	4,420,291.51	100	6,616,304	2,196,012.49
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		20,000	10,243.00	51	30,000	19,757.00
90	00	OTHER PUBLIC SAFETY	0	.00		0	1,000.00		0	1,000.00-
90	01	FALSE ALARM FEES	925	.00		7,400	3,540.00	48	11,100	7,560.00
90	*	OTHER PUBLIC SAFETY	925	.00		7,400	4,540.00	61	11,100	6,560.00
342	**	PUBLIC SAFETY	3,425	.00		27,400	14,783.00	54	41,100	26,317.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,792	1,541,007.07-	4306	286,336	1,377,360.48-	481	429,507	1,806,867.48
37 11	ROCKLEDGE	22,610	24,112.57	107	180,880	192,697.81	107	271,325	78,627.19
37 12	SUN LAKE	298	319.20	107	2,384	2,546.82	107	3,578	1,031.18
37 13	CLNY PK-M.I.UTIL CO.	160	158.46	99	1,280	1,272.80	99	1,929	656.20
37 16	COCOA BEACH	9,337	9,391.48	101	74,696	75,208.63	101	112,044	36,835.37
37 17	CAPE CANAVERAL	7,707	7,702.08	100	61,656	62,015.83	101	92,491	30,475.17
37 18	TITUSVILLE	336	346.56	103	2,688	2,810.58	105	4,032	1,221.42
37 *	WATER BILLING SERVICES	76,240	1,498,976.72-	1966	609,920	1,040,808.01-	171	914,906	1,955,714.01
39 01	SERVICE CHARGES	30,827	6,977.65	23	246,616	270,086.20	110	369,924	99,837.80
39 03	ADMIN CHARGES	31,675	30,037.44	95	253,400	259,007.44	102	380,100	121,092.56
39 04	PENALTIES	37,735	93.13-		531,739	377,892.24	71	682,686	304,793.76
39 05	NSF CHECKS	2,714	1,540.00	57	21,712	21,656.76	100	32,575	10,918.24
39 *	WATER OTHER INCOME	102,951	38,461.96	37	1,053,467	928,642.64	88	1,465,285	536,642.36
41 10	SOLID WASTE	164,908	163,334.69	99	1,319,264	1,300,932.73	99	1,978,903	677,970.27
41 20	RECYCLING REVENUE	18,065	18,771.94	104	144,520	147,704.25	102	216,789	69,084.75
41 30	GREEN WASTE	15,449	16,108.97	104	123,592	126,661.66	103	185,394	58,732.34
41 *	GARBAGE COLLECTION	198,422	198,215.60	100	1,587,376	1,575,298.64	99	2,381,086	805,787.36
45 10	BILLING FEE - WASTE MGMT	8,240	.00		65,920	52,368.50	79	98,882	46,513.50
45 20	SALE-RECYCLEABLE MTRL	41	.00		328	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	.00		66,248	52,368.50	79	99,382	47,013.50
90 01	FDOT MEDIAN MAINT	1,044	.00		44,472	13,084.00	29	61,733	48,649.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	110,107.00		108,023	110,107.00	102	216,046	105,939.00
90 *	OTHER PHYSICAL ENVIRON	1,044	110,107.00	547	152,495	123,191.00	81	277,779	154,588.00
343 **	PHYSICAL ENVIRONMENT	386,938	1,152,192.16-	298	3,469,506	1,638,692.77	47	5,138,438	3,499,745.23
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	300.84-	9	26,664	23,331.51	88	40,000	16,668.49
39 11	TENANT MAINTENANCE FEES	100	.00		800	575.76	72	1,200	624.24
39 20	COCOA CIVIC CENTER	3,333	69.30-	2	26,664	24,027.96	90	40,000	15,972.04
39 30	RIVERFRONT PARK	1,666	250.00-	15	13,328	16,923.89	127	20,000	3,076.11
39 *	OTHER CULTURAL SERVICES	8,432	620.14-	7	67,456	64,859.12	96	101,200	36,340.88
40 05	SPECIAL EVENT PERMITS	1,250	.00		10,000	3,385.00	34	15,000	11,615.00
40 *	SPECIAL EVENTS	1,250	.00		10,000	3,385.00	34	15,000	11,615.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
50	10	EVENT FEES	605	.00		4,840	4,212.97	87	7,267	3,054.03
50	30	ADVERTISING/SPONSORSHIPS	538	.00		4,304	7,350.00	171	6,458	892.00-
50	*	SPECIAL REC FACILITIES	1,143	.00		9,144	11,562.97	127	13,725	2,162.03
347	**	CULTURE/RECREATION	10,825	620.14-	6	86,600	79,807.09	92	129,925	50,117.91
340	***	CHARGES FOR SERVICES	952,545	601,102.55-	63	7,994,362	6,153,574.37	77	11,925,767	5,772,192.63
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,744	1,825.83	105	13,952	11,984.25	86	20,930	8,945.75
351	**	JUDGMENTS AND FINES	1,744	1,825.83	105	13,952	11,984.25	86	20,930	8,945.75
350	***	FINES AND FORFEITURES	1,744	1,825.83	105	13,952	11,984.25	86	20,930	8,945.75
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	7,083	7,020.24	99	56,664	58,763.74	104	85,000	26,236.26
10	02	INVESTMENT INTEREST	0	426.98		0	4,893.49		0	4,893.49-
10	10	SBA	0	336.49		0	5,294.26		0	5,294.26-
10	*	INTEREST	7,083	7,783.71	110	56,664	68,951.49	122	85,000	16,048.51
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,083	7,783.71	110	56,664	68,951.49	122	85,000	16,048.51
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,490	3,791.66	36	83,920	107,809.06	129	125,886	18,076.94
362	**	RENT AND ROYALTIES	10,490	3,791.66	36	83,920	107,809.06	129	125,886	18,076.94
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	0	.00		0	34,856.73		0	34,856.73-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	34,856.73		0	34,856.73-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,996.89		0	5,996.89-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,996.89		0	5,996.89-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	20,271	.00		339,897	60,000.00	18	420,985	360,985.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	20,271	.00		339,897	60,000.00	18	420,985	360,985.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		171,608	171,608.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		109,865	109,865.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		281,473	281,473.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	.27		50,000	70,971.65	142	75,000	4,028.35
90 02	POLICE SECURITY SERVICES	3,895	.00		31,160	30,115.00	97	46,744	16,629.00
90 03	CODE ENF ABATE/DEMO REV	6,250	3,228.09	52	50,000	143,890.80	288	75,000	68,890.80-
90 04	MISC. POLICE REVENUES	83	720.00	868	664	3,252.01	490	1,000	2,252.01-
90 05	INVESTIGATIVE COSTS REIM	4,250	9,611.27	226	34,000	46,906.55	138	51,000	4,093.45
90 09	PROPERTY REGISTRATION	625	1,200.00	192	5,000	9,400.00	188	7,500	1,900.00-
90 *	OTHER MISC REVENUES	21,353	14,759.63	69	170,824	304,536.01	178	256,244	48,292.01-
96 00	INSURANCE REFUND/PROCEEDS	0	6,641.00		0	58,320.37		0	58,320.37-
369 **	OTHER MISC REVENUES	21,353	21,400.63	100	170,824	362,856.38	212	256,244	106,612.38-
360 ***	MISCELLANEOUS REVENUES	59,197	32,976.00	56	651,305	640,470.55	98	1,169,588	529,117.45
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,438	22,334.26-	104	171,504	150,758.45	88	257,258	106,499.55
91 *	TRANSFER FROM	21,438	22,334.26-	104	171,504	150,758.45	88	257,258	106,499.55
381 **	INTERFUND TRANSFER	21,438	22,334.26-	104	171,504	150,758.45	88	257,258	106,499.55
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,918	574,919.00	100	4,599,344	4,599,352.00	100	6,899,025	2,299,673.00
40 01	6% PILOFF	109,162	109,162.00	100	873,296	873,296.00	100	1,309,948	436,652.00
40 *	CONTRIBUTIONS	684,080	684,081.00	100	5,472,640	5,472,648.00	100	8,208,973	2,736,325.00
382 **	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	5,472,640	5,472,648.00	100	8,208,973	2,736,325.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	10	CASH CARRY FORWARD	528	.00		4,224	.00		6,339	6,339.00
99	50	FUND BAL-APPROP. RESERVES	216,139	.00		1,540,441	.00		2,404,996	2,404,996.00
99	*	BALANCE FORWARD	216,667	.00		1,544,665	.00		2,411,335	2,411,335.00
389	**	NON OPERATING SOURCES	216,667	.00		1,544,665	.00		2,411,335	2,411,335.00
380	***	OTHER SOURCES(NON-REV)	922,185	661,746.74	72	7,188,809	5,623,406.45	78	10,877,566	5,254,159.55
FUND TOTAL		GENERAL FUND	3,166,702	776,140.88	25	29,270,193	25,780,348.59	88	40,735,452	14,955,103.41

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2648	2550.00	96	21184	20400.00	96	.00	31777	11377.00	64
11 **	EXECUTIVE SALARIES	2648	2550.00	96	21184	20400.00	96	.00	31777	11377.00	64
12-00	REGULAR SALARIES & WAGES	1064973	1091134.09	103	8624584	7505043.02	87	.00	12884595	5379551.98	58
12-06	SALARIES/CONTRACTUAL	2083	.00	0	16664	5740.00	34	.00	25000	19260.00	23
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	28918	40462.38	140	71296	269241.35	378	.00	186986	82255.35-	144
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1095974	1131596.47	103	8712544	7780024.37	89	.00	13096581	5316556.63	59
13-00	OTHER SALARIES & WAGES	66666	69230.96	104	547713	469009.70	86	.00	814442	345432.30	58
13 **	OTHER SALARIES & WAGES	66666	69230.96	104	547713	469009.70	86	.00	814442	345432.30	58
14-00	OVERTIME	39398	17159.73	44	271041	258598.23	95	.00	428703	170104.77	60
14-01	COMP TIME	583	.00	0	4664	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	39981	17159.73	43	275705	258598.23	94	.00	435703	177104.77	59
15-00	SPECIAL PAY	28149	30260.28	108	225192	230774.44	103	.00	337800	107025.56	68
15 **	SPECIAL PAY	28149	30260.28	108	225192	230774.44	103	.00	337800	107025.56	68
20-00	CLOTHING/SHOE ALLOWANCE	1801	.00	0	14583	10722.50	74	.00	21815	11092.50	49
20 **	CLOTHING/SHOE ALLOWANCE	1801	.00	0	14583	10722.50	74	.00	21815	11092.50	49
21-00	FICA TAXES	90515	93669.77	104	723716	644933.04	89	.00	1085897	440963.96	59
21 **	FICA TAXES	90515	93669.77	104	723716	644933.04	89	.00	1085897	440963.96	59
22-00	RETIREMENT CONTRIBUTIONS	85863	95604.63	111	683996	512635.23	75	.00	1027538	514902.77	50
22-01	FIREFIGHTERS	201650	207184.96	103	1613200	1459017.17	90	.00	2419822	960804.83	60
22-02	STATE CONTRIBUTIONS	19177	.00	0	204736	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	2922	.00	0	13248	14946.98	113	.00	24944	9997.02	60
22 **	RETIREMENT CONTRIBUTIONS	309612	302789.59	98	2515180	1986599.38	79	.00	3753777	1767177.62	53

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	LIFE/HEALTH INSURANCE	12381	23069.52	186	249342	202740.81	81	.00	298997	96256.19	68
23-02	LIFE/HEALTH GF RETIREES	49090	27486.24	56	245450	293625.47	120	2169.00	441812	146017.53	67
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	312139	279461.12	90	2549234	2166849.82	85	.00	3797945	1631095.18	57
23 **	LIFE/HEALTH INSURANCE	373610	330016.88	88	3044026	2663216.10	88	2169.00	4538754	1873368.90	59
24-00	WORKER'S COMPENSATION	55339	55304.14	100	454739	412708.50	91	.00	676217	263508.50	61
24 **	WORKER'S COMPENSATION	55339	55304.14	100	454739	412708.50	91	.00	676217	263508.50	61
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	275.00	8	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	275.00	8	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	20283	18970.00	94	168844	148292.50	88	.00	249980	101687.50	59
27 **	BENEFIT OFFSET	20283	18970.00	94	168844	148292.50	88	.00	249980	101687.50	59
31-00	PROFESSIONAL SERVICES	57649	31040.01	54	510220	182629.30	36	213192.66	740863	345041.04	53
31-01	LEGAL EXPENSES	38414	31212.69	81	307312	224733.53	73	195879.47	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	982.26	26	30496	29093.01	95	12661.81	45755	4000.18	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	9000	13500.00	150	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	37548	.00	0	59000.00	59000	.00	100
31-11	USDA MANAGE FOREST GRANT	8333	.00	0	16666	.00	0	.00	50000	50000.00	0
31-33	EMPLOYEE HEALTH CENTER	15710	23127.41	147	125680	108594.82	86	79932.68	188528	.50	100
31 **	PROFESSIONAL SERVICES	130407	86362.37	66	1036922	558550.66	54	560666.62	1558619	439401.72	72
32-00	ACCOUNTING & AUDITING	7777	30000.00	386	48884	80000.00	164	.00	80000	.00	100
32 **	ACCOUNTING & AUDITING	7777	30000.00	386	48884	80000.00	164	.00	80000	.00	100
34-00	CONTRACT SERVICES	91484	52585.08	58	674828	589135.27	87	333511.41	1040829	118182.32	89
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	.00	0	1266664	987343.65	78	.00	1900000	912656.35	52

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	13294	.00	0	101220	76375.00	76	60005.00	154397	18017.00	88
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	263111	52585.08	20	2042712	1652853.92	81	393516.41	3095226	1048855.67	66
39-00	CONTINGENCY	4067	.00	0	83955	.00	0	.00	100221	100221.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	26682	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	8514	.00	0	110637	.00	0	.00	100221	100221.00	0
40-00	TRAVEL & PER DIEM	5071	239.81-	5-	50394	19042.24	38	.00	70776	51733.76	27
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5071	239.81-	5-	50394	19042.24	38	.00	70776	51733.76	27
41-00	COMMUNICATION	14478	10362.18	72	115233	95999.26	83	54508.90	173173	22664.84	87
41 **	COMMUNICATION	14478	10362.18	72	115233	95999.26	83	54508.90	173173	22664.84	87
42-00	POSTAGE & FREIGHT	35218	29330.70	83	287306	230956.18	80	175309.85	430065	23798.97	95
42 **	POSTAGE & FREIGHT	35218	29330.70	83	287306	230956.18	80	175309.85	430065	23798.97	95
43-00	ELECTRIC/WATER/SEWER	60056	38789.89	65	480448	339838.41	71	338325.60	720704	42539.99	94
43 **	ELECTRIC/WATER/SEWER	60056	38789.89	65	480448	339838.41	71	338325.60	720704	42539.99	94
44-00	RENTALS AND LEASES	9268	2222.73	24	90272	83543.21	93	29003.01	127391	14844.78	88
44 **	RENTALS AND LEASES	9268	2222.73	24	90272	83543.21	93	29003.01	127391	14844.78	88
45-00	INSURANCE	40990	.00	0	327920	366873.00	112	.00	491918	125045.00	75
45 **	INSURANCE	40990	.00	0	327920	366873.00	112	.00	491918	125045.00	75
46-00	REPAIRS & MAINTENANCE	113395	32656.59	29	1157728	619974.34	54	630804.61	1611385	360606.05	78
46-02	REPAIR/MAINT BUILDING	23237	7660.12	33	177496	102670.85	58	38144.19	270450	129634.96	52

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	20399	14687.02	72	167498	152685.86	91	14102.49	249165	82376.65	67
46-05	HYDRANT FEES	17739	18330.12	103	141912	146640.96	103	.00	212871	66230.04	69
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	174770	73333.85	42	1644634	1021972.01	62	683051.29	2343871	638847.70	73
47-00	PRINTING & BINDING	12813	9195.14	72	114553	72245.11	63	77451.25	171275	21578.64	87
47 **	PRINTING & BINDING	12813	9195.14	72	114553	72245.11	63	77451.25	171275	21578.64	87
48-00	PROMOTIONAL ACTIVITIES	3229	341.70	11	30732	22350.19	73	.00	43675	21324.81	51
48-11	BUSINESS ASSIST. PROGRAM	1066	.00	0	12728	.00	0	.00	17000	17000.00	0
48 **	PROMOTIONAL ACTIVITIES	4295	341.70	8	43460	22350.19	51	.00	60675	38324.81	37
49-00	OTHER CHARGES & OBLIG.	24752	5187.32	21	186641	140121.17	75	125289.83	285714	20303.00	93
49-02	ADVERTISING	336	.00	0	1988	177.91	9	142.00	3350	3030.09	10
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	10000	5439.35	54	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	5684.92-	0	0	30426.67-	0	.00	0	30426.67	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	13328	10000.00	75	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	28004	497.60-	2-	211957	125311.76	59	135289.49	324064	63462.75	80
51-00	OFFICE SUPPLIES	3935	1732.69	44	31579	17345.53	55	.00	47408	30062.47	37
51 **	OFFICE SUPPLIES	3935	1732.69	44	31579	17345.53	55	.00	47408	30062.47	37
52-00	OPERATING SUPPLIES	63208	28777.33	46	482005	559939.41	116	90531.65	734943	84471.94	89
52-02	UNIFORMS	1988	820.58	41	15404	20460.19	133	1650.03	23365	1254.78	95
52-05	EMS 1st RESP-CONSUM SUPP	3137	1839.47	59	25365	19805.95	78	4002.41	37920	14111.64	63
52-07	JANITORIAL SUPPLIES	2396	1211.92	51	19168	13950.18	73	.00	28771	14820.82	49

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10	HEATING FUEL	251	216.64	86	2008	1796.62	90	1215.38	3012	.00	100
52-11	JAG GRANT	1958	.00	0	15324	23152.08	151	.00	23153	.92	100
52-12	BULLETPROOF VEST GRANT	2415	776.52	32	16242	9294.80	57	16601.20	25896	.00	100
52-13	VOCA GRANT	325	.00	0	1625	2164.07	133	.00	2926	761.93	74
52-30	FUEL, OIL, & LUBRICANTS	20912	7542.85	36	167296	104943.04	63	.00	251034	146090.96	42
52-33	EMPLOYEE HEALTH CENTER	7980	12324.18	154	63840	45209.13	71	50550.87	95760	.00	100
52 **	OPERATING SUPPLIES	104570	53509.49	51	808277	800715.47	99	164551.54	1226780	261512.99	79
53-00	ROAD MATERIALS/SUPPLIES	1250	1010.51	81	10000	9836.73	98	1063.27	15000	4100.00	73
53 **	ROAD MATERIALS/SUPPLIES	1250	1010.51	81	10000	9836.73	98	1063.27	15000	4100.00	73
54-00	MEMBERSHIP/PUBLICATIONS	3630	.00	0	28827	25338.68	88	.00	43480	18141.32	58
54 **	MEMBERSHIP/PUBLICATIONS	3630	.00	0	28827	25338.68	88	.00	43480	18141.32	58
55-00	TRAINING	8370	.00	0	81671	30819.15	38	.00	115262	84442.85	27
55-01	EDA PROGRAM	833	.00	0	6664	234.00	4	.00	10000	9766.00	2
55 **	TRAINING	9203	.00	0	88335	31053.15	35	.00	125262	94208.85	25
56-15	IT-RELATED OPERATING EXP	24895	12776.90	51	193876	151559.90	78	31896.04	293549	110093.06	63
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	9240	.00	0	13865.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	26050	12776.90	49	203116	151559.90	75	45761.04	307414	110093.06	64
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5182	.00	0	41274	2000.00	5	45896.54	62000	14103.46	77
63-04	FDOT LAP 2020-SIDEWALKS	32655	.00	0	65310	.00	0	187095.62	195929	8833.38	96
63 **	INFRASTRUCTURE	37837	.00	0	106584	2000.00	2	232992.16	257929	22936.84	91
64-00	MACHINERY AND EQUIPMENT	47686	43524.50	91	400453	242225.45	61	259676.17	591240	89338.38	85
64-01	BC EMS GRANT 2020 AWARD	2068	.00	0	8272	16540.57	200	.00	16541	.43	100
64-15	IT HARDWARE	11334	.00	0	88181	27401.10	31	22909.24	133529	83218.66	38
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	61088	43524.50	71	496906	286167.12	58	282585.41	741310	172557.47	77
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90424	.00	0	723392	1085094.00	150	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	.00	0	723392	1085094.00	150	.00	1085094	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7975	.00	0	63800	.00	0	.00	95700	95700.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83 **	OTHER GRANTS AND AIDS	7975	.00	0	63800	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	11964	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	2742	2743.00	100	474608	479029.00	101	.00	1783246	1304217.00	27
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	31862	.00	0	63724	.00	0	.00	191171	191171.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	36598	2743.00	8	550296	479029.00	87	.00	1994354	1515325.00	24
FUND 001	TOTAL *********										
	GENERAL FUND	3262326	2498631.14	77	26423198	22183229.29	84	3176244.84	40735452	15375977.87	62
GRAND	TOTAL *********										
		3262326	2498631.14	77	26423198	22183229.29	84	3176244.84	40735452	15375977.87	62

FY 2020 Budget by Classification Report - Summary Listing

5/31/2020

Target for May 2020 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 3,777,490	$ (1,512,775)	167%
CHARGES FOR SERVICES	$ 63,076,683		$ 43,596,124	$ 19,480,559	69%
MISCELLANEOUS	$ 146,300		$ 99,434	$ 46,866	68%
OTHER SOURCES (NON-REVENUE)	$ 1,529,480		$ 1,019,756	$ 509,724	67%
REVENUE TOTALS	**$ 67,017,178**	-	**$ 48,492,804**	**$ 18,524,374**	**72%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 8,907,874	$ 7,297,227	55%
OPERATING EXPENDITURES	$ 27,054,520	$ 6,068,166	$ 14,017,413	$ 6,968,941	74%
CAPITAL OUTLAY	$ 5,785,434	$ 1,768,701	$ 1,468,980	$ 2,547,753	56%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 11,427,136	$ 6,544,987	64%
EXPENSE TOTALS	**$ 67,017,178**	**$ 7,836,867**	**$ 35,821,403**	**$ 23,358,908**	65%
REVENUE TOTALS	**$ 67,017,178**	**$ -**	**$ 48,492,804**	**$ 18,524,374**	**72%**
EXPENSE TOTALS	**$ 67,017,178**	**$ 7,836,867**	**$ 35,821,403**	**$ 23,358,908**	**65%**
	$ -	$ (7,836,867)	$ 12,671,401	$ (4,834,534)	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,175	173,415.64	199	697,400	2,544,115.00	365	1,046,102	1,498,013.00-
03 11	WATER - COMMERCIAL	90,733	55,500.00	61	725,864	1,049,500.00	145	1,088,801	39,301.00
03 20	SEWER - RESIDENTIAL	973	21,250.00	2184	7,784	174,500.00	2242	11,684	162,816.00-
03 21	SEWER - COMMERCIAL	9,844	3,750.00	38	78,752	9,375.00	12	118,128	108,753.00
03 *	IMPACT FEES	188,725	253,915.64	135	1,509,800	3,777,490.00	250	2,264,715	1,512,775.00-
324 **	IMPACT FEES	188,725	253,915.64	135	1,509,800	3,777,490.00	250	2,264,715	1,512,775.00-
320 ***	OTHER PERMITS & FEES	188,725	253,915.64	135	1,509,800	3,777,490.00	250	2,264,715	1,512,775.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	42,664.70		0	42,664.70-
331 **	FEDERAL GRANTS	0	.00		0	42,664.70		0	42,664.70-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	4,957.05		0	4,957.05-
334 **	STATE GRANT	0	.00		0	4,957.05		0	4,957.05-
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	47,621.75		0	47,621.75-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,484,834	4,674,864.64	104	35,878,672	36,459,468.93	102	53,818,010	17,358,541.07
33 00	WATER CONNECTION FEE	20,000	57,515.00	288	160,000	434,143.51	271	240,000	194,143.51-
33 *	WATER CONNECTION FEE	20,000	57,515.00	288	160,000	434,143.51	271	240,000	194,143.51-
36 00	WATER HYDRANT FEES	237,354	292,792.30	123	1,898,832	2,328,657.56	123	2,848,254	519,596.44
39 06	HYDRANT RESID FLOW TEST	133	600.00	451	1,064	6,500.00	611	1,600	4,900.00-
39 07	BACKFLOW DEVICE TEST	12,083	17,287.81	143	96,664	134,528.08	139	145,000	10,471.92
39 08	JUMPER METERS	58	150.00	259	464	800.00	172	700	100.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	8,000	15,500.00	194	12,000	3,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	110.84	270	328	1,143.36	349	500	643.36-
39 *	WATER OTHER INCOME	13,315	19,648.65	148	106,520	158,471.44	149	159,800	1,328.56
51 00	SEWER SALES	468,746	487,895.38	104	3,749,968	3,951,039.14	105	5,624,961	1,673,921.86
51 *	SEWER SALES	468,746	487,895.38	104	3,749,968	3,951,039.14	105	5,624,961	1,673,921.86

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
59 01	GREASE TRAP PERMITS	516	720.02	140	4,128	5,684.94	138	6,200	515.06
60 00	REUSE WATER SALES	31,038	27,563.80	89	248,304	250,318.08	101	372,458	122,139.92
60 01	REUSE WATER INSTALLATION	583	2,108.27	362	4,664	8,340.12	179	7,000	1,340.12-
60 *	REUSE WATER SALES	31,621	29,672.07	94	252,968	258,658.20	102	379,458	120,799.80
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,563,108.06	106	42,051,088	43,596,123.72	104	63,076,683	19,480,559.28
340 ***	CHARGES FOR SERVICES	5,256,386	5,563,108.06	106	42,051,088	43,596,123.72	104	63,076,683	19,480,559.28
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	7,850.94	118	53,328	43,797.12	82	80,000	36,202.88
10 02	INVESTMENT INTEREST	0	106.09		0	40,905.96-		0	40,905.96
10 *	INTEREST	6,666	7,957.03	119	53,328	2,891.16	5	80,000	77,108.84
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361 **	INTEREST & OTHER EARNINGS	6,666	7,957.03	119	53,328	3,101.63	6	80,000	76,898.37
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		10,000	.00		15,000	15,000.00
10 00	GAIN/(LOSS)	0	.00		0	27,210.04		0	27,210.04-
364 **	DISPOSITION FIXED ASSETS	1,250	.00		10,000	27,210.04	272	15,000	12,210.04-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	.00		6,664	2,303.46	35	10,000	7,696.54
365 **	SALE SURPLUS MTRLS &SCRAP	833	.00		6,664	2,303.46	35	10,000	7,696.54
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	5,458.43	164	26,664	14,009.25	53	40,000	25,990.75
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	5,458.43	164	26,664	17,896.84	67	40,000	22,103.16

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	3,333	5,458.43	164	26,664	17,896.84	67	40,000	22,103.16
360	***	MISCELLANEOUS REVENUES	12,190	13,415.46	110	97,520	51,811.97	53	146,300	94,488.03
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION LIFT STATION	0	29,000.00		0	203,575.00		0	203,575.00-
82	00	CONTRIBUTION S MAINLAND	0	2,565.73		0	270,860.79		0	270,860.79-
83	00	CONTRIBUTION VIERA	0	53,704.36		0	545,320.52		0	545,320.52-
83	*	CONTRIBUTION VIERA	0	53,704.36		0	545,320.52		0	545,320.52-
99	50	FUND BAL-APPROP. RESERVES	149,942	.00		929,713	.00		1,529,480	1,529,480.00
99	*	BALANCE FORWARD	149,942	.00		929,713	.00		1,529,480	1,529,480.00
389	**	NON OPERATING SOURCES	149,942	85,270.09	57	929,713	1,019,756.31	110	1,529,480	509,723.69
380	***	OTHER SOURCES(NON-REV)	149,942	85,270.09	57	929,713	1,019,756.31	110	1,529,480	509,723.69
FUND TOTAL		WATER/SEWER FUND	5,607,243	5,915,709.25	106	44,588,121	48,492,803.75	109	67,017,178	18,524,374.25

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	773200	702869.50	91	6185600	4742869.46	77	.00	9278436	4535566.54	51
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	1781.24	141	10136	49943.91	493	.00	15208	34735.91-	328
12 **	REGULAR SALARIES & WAGES	774467	704650.74	91	6195736	4792813.37	77	.00	9293644	4500830.63	52
13-00	OTHER SALARIES & WAGES	43826	66118.07	151	350608	457923.15	131	.00	525937	68013.85	87
13 **	OTHER SALARIES & WAGES	43826	66118.07	151	350608	457923.15	131	.00	525937	68013.85	87
14-00	OVERTIME	43446	29209.59	67	347568	342835.66	99	.00	521393	178557.34	66
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	29209.59	67	347568	342835.66	99	.00	521393	178557.34	66
15-00	SPECIAL PAY	175	150.00	86	1400	1375.00	98	.00	2100	725.00	66
15 **	SPECIAL PAY	175	150.00	86	1400	1375.00	98	.00	2100	725.00	66
20-00	CLOTHING/SHOE ALLOWANCE	1616	360.00	22	12928	18470.00	143	.00	19420	950.00	95
20 **	CLOTHING/SHOE ALLOWANCE	1616	360.00	22	12928	18470.00	143	.00	19420	950.00	95
21-00	FICA TAXES	64428	60114.92	93	515424	419647.56	81	.00	773178	353530.44	54
21 **	FICA TAXES	64428	60114.92	93	515424	419647.56	81	.00	773178	353530.44	54
22-00	RETIREMENT CONTRIBUTIONS	95194	78577.47	83	761552	870348.43	114	.00	1142362	272013.57	76
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	78577.47	83	761552	870348.43	114	.00	1142362	272013.57	76
23-00	LIFE/HEALTH INSURANCE	19029	17202.28	90	152232	137229.66	90	.00	228372	91142.34	60
23-02	LIFE/HEALTH RETIREES	14932	10536.99	71	119456	106084.12	89	.00	179186	73101.88	59
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	179961.68	76	1888048	1366353.77	72	.00	2832109	1465755.23	48
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	207700.95	77	2159736	1609667.55	75	.00	3239667	1629999.45	50
24-00	WORKER'S COMPENSATION	44039	41138.27	93	352312	310343.43	88	.00	528500	218156.57	59

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	41138.27	93	352312	310343.43	88	.00	528500	218156.57	59
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12825	10750.00	84	102600	84450.00	82	.00	153900	69450.00	55
27 **	BENEFIT OFFSET	12825	10750.00	84	102600	84450.00	82	.00	153900	69450.00	55
31-00	PROFESSIONAL SERVICES	60475	18555.00	31	376206	155014.84	41	236089.54	618130	227025.62	63
31-01	LEGAL EXPENSES	6666	2592.00	39	53328	7825.40	15	42174.60	80000	30000.00	63
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	137786	150649.36	109	559772	295832.59	53	565511.80	1110925	249580.61	78
31-33	EMPLOYEE HEALTH CENTER	11300	16635.56	147	90400	78112.15	86	57495.35	135608	.50	100
31 **	PROFESSIONAL SERVICES	216227	188431.92	87	1079706	536784.98	50	901271.29	1944663	506606.73	74
32-00	ACCOUNTING & AUDITING	1111-	.00	0	4444	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	1111-	.00	0	4444	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	101441	28612.83	28	894576	163955.29	18	139293.63	1300358	997109.08	23
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	4229328	4229336.00	100	.00	6343999	2114663.00	67
34 **	CONTRACT SERVICES	630107	557279.83	88	5123904	4393291.29	86	139293.63	7644357	3111772.08	59
39-00	CONTINGENCY	50656	.00	0	569780	.00	0	.00	772411	772411.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	50656	.00	0	569780	.00	0	.00	772411	772411.00	0
40-00	TRAVEL AND PER DIEM	1926	.00	0	15408	854.35	6	.00	23138	22283.65	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	.00	0	15408	854.35	6	.00	23138	22283.65	4
41-00	COMMUNICATION	10949	14586.46	133	87592	82082.30	94	45509.62	131409	3817.08	97
41 **	COMMUNICATION	10949	14586.46	133	87592	82082.30	94	45509.62	131409	3817.08	97
42-00	FREIGHT & POSTAGE SERVICE	2024	2434.59	120	15686	7533.12	48	500.00	23820	15786.88	34
42 **	FREIGHT & POSTAGE SERVICE	2024	2434.59	120	15686	7533.12	48	500.00	23820	15786.88	34
43-00	ELECTRIC/WATER/SEWER	202256	88059.98	44	1618048	913264.78	56	1501073.67	2427087	12748.55	100
43 **	ELECTRIC/WATER/SEWER	202256	88059.98	44	1618048	913264.78	56	1501073.67	2427087	12748.55	100
44-00	RENTAL AND LEASES	3711	1686.44	45	29688	18211.18	61	8347.00	44550	17991.82	60
44 **	RENTAL AND LEASES	3711	1686.44	45	29688	18211.18	61	8347.00	44550	17991.82	60
45-00	INSURANCE	40543	.00	0	324344	366068.53	113	.00	486534	120465.47	75
45 **	INSURANCE	40543	.00	0	324344	366068.53	113	.00	486534	120465.47	75
46-00	REPAIRS & MAINTENANCE	541058	569030.39	105	4941307	4253999.23	86	1377695.27	7105590	1473895.50	79
46-02	REPAIR/MAINT BUILDING	27545	3300.59	12	219590	66141.33	30	20094.00	329783	243547.67	26
46-03	REPAIR/MAINT-VEHICLES	16991	25731.35	151	135928	120976.34	89	.00	203935	82958.66	59
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	585594	598062.33	102	5296825	4441116.90	84	1397789.27	7639308	1800401.83	76
47-00	PRINTING & BINDING	603	.00	0	4824	303.25	6	.00	7280	6976.75	4
47 **	PRINTING & BINDING	603	.00	0	4824	303.25	6	.00	7280	6976.75	4
48-00	PROMOTIONAL ACTIVITIES	1393	50.00	4	13055	1970.38	15	.00	18633	16662.62	11
48 **	PROMOTIONAL ACTIVITIES	1393	50.00	4	13055	1970.38	15	.00	18633	16662.62	11
49-00	OTHER CHARGES & OBLIG.	3143	472.56	15	25144	18477.42	74	31.25	37736	19227.33	49
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4248.67-	0	0	37774.49-	0	.00	0	37774.49	0
49-08	CASH OVER & UNDER	0	1.00-	0	0	53.79-	0	.00	0	53.79	0
49-09	DOCUMENT RECORDING CHGS	0	320.00-	0	0	4401.20-	0	253.50	0	4147.70	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3143	4097.11-	130-	25144	23752.06-	95-	284.75	37736	61203.31	62-
51-00	OFFICE SUPPLIES	2224	1584.07	71	17792	8563.61	48	.00	26720	18156.39	32
51 **	OFFICE SUPPLIES	2224	1584.07	71	17792	8563.61	48	.00	26720	18156.39	32
52-00	OPERATING SUPPLIES	56140	42930.58	77	471005	551961.10	117	62971.67	695596	80663.23	88
52-07	JANITORIAL SUPPLIES	852	514.98	60	6816	5514.33	81	.00	10240	4725.67	54
52-09	CHEMICALS	350351	293835.30	84	2823808	2294135.13	81	1810515.55	4225227	120576.32	97
52-30	FUEL OIL & LUBRICANTS	30410	14033.17	46	243280	146368.44	60	60042.72	364963	158551.84	57
52-33	EMPLOYEE HEALTH CENTER	5740	8864.75	154	45920	32518.59	71	36361.41	68880	.00	100
52 **	OPERATING SUPPLIES	443493	360178.78	81	3590829	3030497.59	84	1969891.35	5364906	364517.06	93
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	29984	3207.40	11	35000.00	45000	6792.60	85
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	29984	3207.40	11	35000.00	45000	6792.60	85
54-00	MEMBERSHIP/PUBLICATIONS	3189	.00	0	25512	32922.93	129	.00	38304	5381.07	86
54 **	MEMBERSHIP/PUBLICATIONS	3189	.00	0	25512	32922.93	129	.00	38304	5381.07	86
55-00	TRAINING	12306	.00	0	98448	19835.42	20	30313.00	147700	97551.58	34
55-01	EDA PROGRAM	625	.00	0	5000	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	.00	0	103448	19835.42	19	30313.00	155200	105051.58	32
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	23407	6767.48	29	129817	184657.26	142	38892.56	223464	85.82-	100
56 **	TECHNOLOGY SYSTEMS	23407	6767.48	29	129817	184657.26	142	38892.56	223464	85.82-	100
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	5909	.00	0	41363	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5909	.00	0	41363	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	372908	78972.79	21	2637904	872789.72	33	1383210.92	4129561	1873560.36	55
63 **	INFRASTRUCTURE	372908	78972.79	21	2637904	872789.72	33	1383210.92	4129561	1873560.36	55
64-00	MACHINERY & EQUIPMENT	131896	67935.00	52	935923	551913.99	59	385490.50	1463510	526105.51	64
64-15	IT HARDWARE	2457	.00	0	18162	.00	0	.00	28000	28000.00	0
64 **	MACHINERY & EQUIPMENT	134353	67935.00	51	954085	551913.99	58	385490.50	1491510	554105.51	63
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	9033	.00	0	63231	44276.19	70	.00	99363	55086.81	45
68 **	INTANGIBLE ASSETS	9033	.00	0	63231	44276.19	70	.00	99363	55086.81	45
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	574918	574919.00	100	4599344	4599352.00	100	.00	6899025	2299673.00	67
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	279899	.00	0	4528187	5954488.36	132	.00	9761950	3807461.64	61
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	854817	574919.00	67	9127531	10553840.36	116	.00	16660975	6107134.64	63
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	873296	873296.00	100	.00	1309948	436652.00	67
95 **	NONOPERATING	109162	109162.00	100	873296	873296.00	100	.00	1309948	436652.00	67
FUND 421	TOTAL *********										
	WATER/SEWER FUND	5073694	3844783.57	76	42607232	35821403.62	84	7836867.56	67017178	23358906.82	65
GRAND	TOTAL *********										
		5073694	3844783.57	76	42607232	35821403.62	84	7836867.56	67017178	23358906.82	65

FY 2020 Budget by Classification Report - Summary Listing

5/31/2020

Target for May 2020 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,549,175	$ 198,517	89%
MISCELLANEOUS	$ 67,189		$ 66,285	$ 904	100%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 2,011,542**	**-**	**$ 1,615,460**	**$ 396,082**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 305,085	$ 239,144	56%
OPERATING EXPENDITURES	$ 925,181	$ 261,953	$ 459,965	$ 203,263	78%
CAPITAL OUTLAY	$ 542,132	$ 12,833	$ 406,189	$ 123,110	77%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,011,542**	**$ 274,786**	**$ 1,171,239**	**$ 565,517**	**72%**
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,615,460**	**$ 396,082**	**80%**
EXPENSE TOTALS	**$ 2,011,542**	**$ 274,786**	**$ 1,171,239**	**$ 565,517**	**72%**
	$ -	**$ (274,786)**	**$ 444,221**	**$ (169,435)**	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	50,117.09	34	1,165,128	1,548,719.75	133	1,747,692	198,972.25
23 03	PENALTIES	0	364.61		0	455.29		0	455.29-
23 *	STORMWATER	145,641	50,481.70	35	1,165,128	1,549,175.04	133	1,747,692	198,516.96
325 **	SPECIAL ASSESSMENT	145,641	50,481.70	35	1,165,128	1,549,175.04	133	1,747,692	198,516.96
320 ***	OTHER PERMITS & FEES	145,641	50,481.70	35	1,165,128	1,549,175.04	133	1,747,692	198,516.96
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	13,438	.00		13,438	67,189.00	500	67,189	.00
338 **	SHARED REVENUE LOCAL UNIT	13,438	.00		13,438	67,189.00	500	67,189	.00
330 ***	INTERGOVERNMENTAL REVENUE	13,438	.00		13,438	67,189.00	500	67,189	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	36.52-		0	5,686.48-		0	5,686.48
91 *	STORMWATER FEES	0	36.52-		0	5,686.48-		0	5,686.48
343 **	PHYSICAL ENVIRONMENT	0	36.52-		0	5,686.48-		0	5,686.48
340 ***	CHARGES FOR SERVICES	0	36.52-		0	5,686.48-		0	5,686.48
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	484.91		0	3,732.96		0	3,732.96-
10 10	SBA	0	2.64		0	41.43		0	41.43-
10 *	INTEREST	0	487.55		0	3,774.39		0	3,774.39-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	487.55		0	3,774.39		0	3,774.39-
364	DISPOSITION FIXED ASSETS								

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	0	.00		0	1,008.38		0	1,008.38-
369	**	OTHER MISC REVENUES	0	.00		0	1,008.38		0	1,008.38-
360	***	MISCELLANEOUS REVENUES	0	487.55		0	4,782.77		0	4,782.77-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99 50		FUND BAL-APPROP. RESERVES	17,878	.00		125,146	.00		196,661	196,661.00
99	*	BALANCE FORWARD	17,878	.00		125,146	.00		196,661	196,661.00
389	**	NON OPERATING SOURCES	17,878	.00		125,146	.00		196,661	196,661.00
380	***	OTHER SOURCES(NON-REV)	17,878	.00		125,146	.00		196,661	196,661.00
FUND TOTAL		STORMWATER UTILITY	176,957	50,932.73	29	1,303,712	1,615,460.33	124	2,011,542	396,081.67

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27651	24715.99	89	221208	190451.58	86	.00	331820	141368.42	57
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	6984	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	24715.99	87	228192	190451.58	84	.00	342300	151848.42	56
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	269	140.98	52	2152	2342.06	109	.00	3235	892.94	72
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	140.98	52	2152	2342.06	109	.00	3235	892.94	72
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
21-00	FICA TAXES	2096	1871.69	89	16768	14558.04	87	.00	25158	10599.96	58
21 **	FICA TAXES	2096	1871.69	89	16768	14558.04	87	.00	25158	10599.96	58
22-00	RETIREMENT CONTRIBUTIONS	2364	2105.35	89	18912	16314.64	86	.00	28369	12054.36	58
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	2105.35	89	18912	16314.64	86	.00	28369	12054.36	58
23-00	LIFE/HEALTH INSURANCE	572	424.32	74	4576	4020.91	88	.00	6871	2850.09	59
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	5015.16	68	59000	45935.51	78	.00	88507	42571.49	52
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	5439.48	68	63576	49956.42	79	.00	95378	45421.58	52
24-00	WORKER'S COMPENSATION	3699	3479.31	94	29592	27761.77	94	.00	44389	16627.23	63
24 **	WORKER'S COMPENSATION	3699	3479.31	94	29592	27761.77	94	.00	44389	16627.23	63

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	3200	3100.00	97	.00	4800	1700.00	65
27 **	BENEFIT OFFSET	400	400.00	100	3200	3100.00	97	.00	4800	1700.00	65
31-00	PROFESSIONAL SERVICES	8688	10659.40	123	50699	38933.90	77	45377.10	85455	1144.00	99
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	551	811.44	147	4408	3815.15	87	2799.85	6615	.00	100
31 **	PROFESSIONAL SERVICES	9280	11470.84	124	55435	42749.05	77	48176.95	92570	1644.00	98
34-00	CONTRACT SERVICES	5178	2110.85	41	25584	44170.71	173	1735.90	46303	396.39	99
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	114800	114800.00	100	.00	172205	57405.00	67
34 **	CONTRACT SERVICES	19528	16460.85	84	140384	158970.71	113	1735.90	218508	57801.39	74
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	170.85	92	1488	1217.61	82	1014.39	2232	.00	100
41 **	COMMUNICATION	186	170.85	92	1488	1217.61	82	1014.39	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	328	47.65	15	.00	500	452.35	10
42 **	POSTAGE & FREIGHT	41	.00	0	328	47.65	15	.00	500	452.35	10
43-00	ELECTRIC/WATER/SEWER	1233	575.29	47	9864	6295.98	64	9334.70	14800	830.68-	106
43 **	ELECTRIC/WATER/SEWER	1233	575.29	47	9864	6295.98	64	9334.70	14800	830.68-	106
44-00	RENTALS AND LEASES	208	.00	0	1664	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	1664	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	819	.00	0	6552	6280.90	96	.00	9828	3547.10	64
45 **	INSURANCE	819	.00	0	6552	6280.90	96	.00	9828	3547.10	64

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	58984	15746.15	27	259889	188461.93	73	199072.39	495830	108295.68	78
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	3021.14	110	21912	29144.22	133	.00	32870	3725.78	89
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	328	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	61764	18767.29	30	282129	217606.15	77	199072.39	529200	112521.46	79
47-00	PRINTING & BINDING	83	.00	0	664	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	664	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	318	.00	0	1590	2878.46	181	100.00	2859	119.46-	104
49-07	BAD DEBT EXPENSE	0	189.30-	0	0	1464.73-	0	.00	0	1464.73	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	318	189.30-	60-	1590	1413.73	89	100.00	2859	1345.27	53
51-00	OFFICE SUPPLIES	41	.00	0	328	88.35	27	.00	500	411.65	18
51 **	OFFICE SUPPLIES	41	.00	0	328	88.35	27	.00	500	411.65	18
52-00	OPERATING SUPPLIES	1015	158.61	16	8120	10974.45	135	740.13	12181	466.42	96
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	431.70	18	18824	11011.02	59	.00	28243	17231.98	39
52-33	EMPLOYEE HEALTH CENTER	280	432.49	155	2240	1581.53	71	1778.47	3360	.00	100
52 **	OPERATING SUPPLIES	3648	1022.80	28	29184	23567.00	81	2518.60	43784	17698.40	60
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	716.12	144	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	716.12	144	.00	750	33.88	96
55-00	TRAINING	208	.00	0	1664	465.00	28	.00	2500	2035.00	19
55 **	TRAINING	208	.00	0	1664	465.00	28	.00	2500	2035.00	19
56-15	IT-RELATED OPERATING EXP	66	.00	0	528	546.83	104	.00	800	253.17	68

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	66	.00	0	528	546.83	104	.00	800	253.17	68
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	11373	6114.50	54	226621	136307.33	60	12832.67	272100	122960.00	55
63 **	INFRASTRUCTURE	11373	6114.50	54	226621	136307.33	60	12832.67	272100	122960.00	55
64-00	MACHINERY & EQUIPMENT	22502	.00	0	180016	269882.00	150	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	.00	0	180016	269882.00	150	.00	270032	150.00	100
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	176946	92545.92	52	1303623	1171238.92	90	274785.60	2011542	565517.48	72
GRAND	TOTAL *********	176946	92545.92	52	1303623	1171238.92	90	274785.60	2011542	565517.48	72



FY 2020 Budget by Classification Report - Summary Listing

5/31/2020

Target for May 2020 is 67%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 249,239	$ (249,239)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS	**$ 41,527,660**	**-**	**$ 249,239**	**$ 41,278,421**	**1%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 296	$ (296)	
CAPITAL OUTLAY	$ 41,527,660	$ 24,997,004	$ 1,036,312	$ 15,494,344	63%
p	**$ 41,527,660**	**$ 24,997,004**	**$ 1,036,608**	**$ 15,494,048**	**63%**
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 249,239**	**$ 41,278,421**	**1%**
p	**$ 41,527,660**	**$ 24,997,004**	**$ 1,036,608**	**$ 15,494,048**	**63%**
	$ -	**$ (24,997,004)**	**$ (787,369)**	**$ 25,784,373**	

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	63.61		0	1,314.32		0	1,314.32-
10 02	INVESTMENT INTEREST	0	15,560.35		0	231,986.97		0	231,986.97-
10 *	INTEREST	0	15,623.96		0	233,301.29		0	233,301.29-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	15,623.96		0	249,239.38		0	249,239.38-
360 ***	MISCELLANEOUS REVENUES	0	15,623.96		0	249,239.38		0	249,239.38-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,631,202	.00		27,002,855	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,202	.00		27,002,855	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,202	.00		27,002,855	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,202	.00		27,002,855	.00		41,527,660	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,202	15,623.96		27,002,855	249,239.38	1	41,527,660	41,278,420.62

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	1050918	.00	0	2101836	.00	0	6305506.00	6305506	.00	100
62 **	BUILDINGS	1050918	.00	0	2101836	.00	0	6305506.00	6305506	.00	100
63-00	INFRASTRUCTURE	2289291	251807.36	11	24319038	1036311.92	4	16945534.11	33476189	15494342.97	54
63 **	INFRASTRUCTURE	2289291	251807.36	11	24319038	1036311.92	4	16945534.11	33476189	15494342.97	54
64-00	MACHINERY & EQUIPMENT	290994	.00	0	581988	.00	0	1745964.36	1745965	.64	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	290994	.00	0	581988	.00	0	1745964.36	1745965	.64	100
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631203	251807.36	7	27002862	1036607.77	4	24997004.47	41527660	15494047.76	63
GRAND	TOTAL *********										
		3631203	251807.36	7	27002862	1036607.77	4	24997004.47	41527660	15494047.76	63

Legislation Details (With Text)

File #:	20-317	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/4/2020			**In control:**	City Council
On agenda:	6/24/2020			**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:	May 2020 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2020
Agenda Date: June 24, 2020
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 May 31, 2020. 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.

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 5/31/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
PW20SW												
Op. Rev.		195,928.62	4/8/2020	2020-138								
Project Manager: Frank Mirabito		8,833.00	contingency authorized									
account # 001-3510-541.63-04		187,095.62	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 187,095.62			$ 187,095.62	$ -	
	Contractor PO# PO# 76438											
		8,833	^contingency balance-->(And other costs)									
Op. Rev.		217,415.00	4/8/2020	2020-135								
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized									
account # 423-3570-538.46-00		197,650.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 197,650.00			$ 197,650.00	$ -	
	Contractor PO# PO# 76547											
		19,765	^contingency balance-->(And other costs)									
WS19MH												
Op. Rev.		399,028.00	3/25/2020	2020-129								
Project Manager:		36,275.00	contingency and other costs authorized									
account # 421-4125-536.46-00		362,753.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	VacVision Environmental LLC/Vortex			Fy2020	40623	362,753.00	$ 362,753.00			$ 362,753.00	$ 210,973.05	
	Contractor PO# PO# 76370											
		36,275	^contingency balance-->(And other costs)									
ES17HI	Promenade and Improvements											
Op. Rev.		1,280,728.94	1/30/2020 & 3/25/2020	2020-109*								
Project Manager: Gary Palmer		285,170.94	contingency and other costs authorized	(2020-128 Additional Budget)								
account # 302-3580-572.63-04		995,558.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-05 Improvements											
	Rush Marine			FY2020	40320	995,558.00	$ 1,186,728.94			$ 1,186,728.94	$ 793,894.00	
	Contractor PO#76074			Eng Costs	40470	15,000.00						
	Universal Engineering			CO#1	40609	191,170.94						
	Contractor PO# 76231											
		79,000	^contingency balance-->(And other costs)									
ES17HI	T-Dock & Day Slips											
Op. Rev.		1,828,781.71	5/8/19 & 12/11/19 (Contingency Added)	2019-111								
Project Manager: Gary Palmer		93,981.71	contingency and other costs authorized									
account # 302-3580-572.63-04		1,734,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-01											
	302-3580-572-63-03			FY2020	38506	1,734,800.00						
	C&D Construction			CO#1	39969	53,981.71	$ 1,788,781.71			$ 1,788,781.71	$ 1,518,972.82	
	Contractor PO#74682			Impact Fees	RDP #92519	10,000.00						
	Brevard County Permit RDP											
		30,000	^contingency balance-->(And other costs)									
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager: Utilities		22,320.00	contingency authorized									
account # 421-4125-536.46-00		148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020	39694	148,800.00	$ 152,725.85			$ 152,725.85	$ 121,471.03	
	Contractor PO# 75641			CO#1	40503	3,925.85						
		18,394	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager: Gary Palmer		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,711,629.36	$ 170,144.00	$ 4,379,869.00	$ 4,711,629.36	$ 3,864,814.16	$ 616,134.43
	Contractor PO# 74150		CO#1	FY2020	38708	4,379,869.00						
			CO#5	CO#1	40319	79,892.29						
			CO#6	CO#2	40770	38,461.37						
			CO#7	CO#5	40826	43,262.70						
		127,942	**^contingency balance-->**									
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager: Utilities		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,079,646.18	$ 1,119,134.70	$ 1,159,239.19	$ 1,079,646.18	1,025,663.87	$ 699,622.09
	Contractor PO# 074042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond			*CO#3*		40322	(79,593.01)						
		71,809	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 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		v			
	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		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	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	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083									
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized										
		2,753,375.93	constr' exp authorized before contingency										
				2018-083									
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037									
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order										
		76,000	Emergency Task Order authorized ($76k before task order contingency)										
						63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum		FY19
Brandes Design-Build, Inc. FY2013 PO# 62086													
Bid No. B-13-11-COC													
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65			
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43					
					29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09					
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06			
						(33,812.06)		2,872,062.03		84,072.06			
						(13.25)		2,872,048.78					
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1			
			CO#2 CDM SMITH		34520	86,975.40							
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31				
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00			
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00					
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete							
		341,480	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	20-318	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/4/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May FY 2020 EXPENSE Budget Tracking Worksheet.pdf May FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2020
Agenda Date: June 24, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 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 2020 thru May 31, 2020.

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:
Information Item Only

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
04/08/20	001-1100-512.24-00	297	PAYOUTS-CM TERM 2020-130		2578
	001-1100-512.21-00	8,831			
	001-1100-512.22-03	10,130			
	001-1100-512.22-00	11,659			
	001-1100-512.12-00	72,559			
	001-1100-512.12-12	133,557			
04/22/20	001-1100-512.40-00	3,500	CM RECRUITMENT BUDGET R 2020-139		2738
	001-1100-512.31-00	17,500			
5	Budget Amendments/Transfers		Division 1100 Total	$263,466	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
03/17/20	001-1103-516.63-00	(60,000)	Assign AB Project Numbers		2283
	001-1103-516.64-15	(60,000)			
	001-1103-516.63-00	60,000			
	001-1103-516.64-15	60,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/11/20	001-1103-516.31-00	(232)	CORR AT&T BILL ERROR		2962
	001-1103-516.41-00	232			
7	Budget Amendments/Transfers		Division 1103 Total	$61,648	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
03/17/20	001-1510-536.64-15	(41,127)	Assign AB Project Numbers		2283
	001-1510-536.64-15	41,127			
1	Budget Amendments/Transfers		Division 1510 Total	$0	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD		1349
	001-1600-513.46-03	1,500			
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY		1347
	001-1600-514.31-01	435,973			
	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE		1348
	001-1600-513.23-02	441,812			
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN		1554
	001-1600-513.31-00	2,494			
	001-1600-513.31-00	3,475			
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	001-1600-513.34-00	2,840			
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968		1553
	001-1600-513.49-00	1,865			
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT		1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT		1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST		1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121		2039

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-1600-513.31-33	(188,528)	Assign AB Project Numbers		2283
	001-1600-513.52-33	(95,760)			
	001-1600-513.48-00	(900)			
	001-1600-513.48-00	900			
	001-1600-513.52-33	95,760			
	001-1600-513.31-33	188,528			
04/01/20	001-1600-581.91-30	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/22/20	001-1600-513.39-00	(21,000)	CM RECRUITMENT BUDGET R 2020-139		2738
19	Budget Amendments/Transfers		Division 1600 Total	$157,803	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 1601 Total	$32,000	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP		1349
	001-2100-521.52-11	933			
	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH		1345
	001-2100-521.52-00	(2,926)			
	001-2100-521.51-00	(2,000)			
	001-2100-521.41-00	(1,580)			
	001-2100-521.47-00	(1,157)			
	001-2100-521.47-00	1,157			
	001-2100-521.41-00	1,580			
	001-2100-521.51-00	2,000			
	001-2100-521.52-13	2,926			
	001-2100-521.56-15	3,000			
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT		1867
	001-2100-521.52-11	54			
03/09/20	001-2100-521.12-00	(41,431)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/09/20	001-2100-521.46-00	(2,507)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20	2153
	001-2100-521.49-00	2,507		
03/17/20	001-2100-521.64-00	(255,774)	Assign AB Project Numbers	2283
	001-2100-521.44-00	(54,222)		
	001-2100-521.56-15	(54,100)		
	001-2100-521.64-00	(39,973)		
	001-2100-521.52-00	(33,087)		
	001-2100-521.34-00	(28,625)		
	001-2100-521.52-00	(26,150)		
	001-2100-521.52-00	(20,714)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.56-15	(15,050)		
	001-2100-521.52-00	(12,951)		
	001-2100-521.52-00	(12,500)		
	001-2100-521.44-00	(11,670)		
	001-2100-521.44-00	(11,520)		
	001-2100-521.52-00	(10,265)		
	001-2100-521.52-00	(10,254)		
	001-2100-521.52-00	(10,128)		
	001-2100-521.44-00	(7,500)		
	001-2100-521.52-00	(7,443)		
	001-2100-521.52-00	(7,172)		
	001-2100-521.46-00	(5,224)		
	001-2100-521.64-15	(5,000)		
	001-2100-521.52-00	(4,700)		
	001-2100-521.52-00	(4,605)		
	001-2100-521.46-00	(4,400)		
	001-2100-521.46-00	(4,300)		
	001-2100-521.52-00	(4,000)		
	001-2100-521.40-00	(3,987)		
	001-2100-521.52-00	(3,601)		
	001-2100-521.56-15	(3,000)		
	001-2100-521.52-00	(2,926)		
	001-2100-521.54-00	(2,610)		
	001-2100-521.52-00	(2,423)		
	001-2100-521.52-00	(2,361)		
	001-2100-521.55-00	(2,325)		
	001-2100-521.52-00	(2,249)		
	001-2100-521.55-00	(2,215)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,920)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.54-00	(1,902)	Assign AB Project Numbers	2283
	001-2100-521.55-00	(1,890)		
	001-2100-521.40-00	(1,620)		
	001-2100-521.40-00	(1,500)		
	001-2100-521.55-00	(1,500)		
	001-2100-521.52-00	(1,431)		
	001-2100-521.46-03	(1,400)		
	001-2100-521.46-03	(1,350)		
	001-2100-521.47-00	(1,297)		
	001-2100-521.52-00	(1,250)		
	001-2100-521.46-03	(1,180)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	(1,000)		
	001-2100-521.52-00	(1,000)		
	001-2100-521.34-00	(935)		
	001-2100-521.40-00	(783)		
	001-2100-521.47-00	(750)		
	001-2100-521.52-00	(750)		
	001-2100-521.52-00	(720)		
	001-2100-521.41-00	(500)		
	001-2100-521.46-03	(500)		
	001-2100-521.55-00	(495)		
	001-2100-521.52-00	(400)		
	001-2100-521.47-00	(330)		
	001-2100-521.54-00	(265)		
	001-2100-521.48-00	(250)		
	001-2100-521.51-00	(250)		
	001-2100-521.54-00	(150)		
	001-2100-521.40-00	(120)		
	001-2100-521.42-00	(110)		
	001-2100-521.54-00	(100)		
	001-2100-521.42-00	(50)		
	001-2100-521.42-00	50		
	001-2100-521.54-00	100		
	001-2100-521.42-00	110		
	001-2100-521.40-00	120		
	001-2100-521.54-00	150		
	001-2100-521.48-00	250		
	001-2100-521.51-00	250		
	001-2100-521.54-00	265		
	001-2100-521.47-00	330		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.52-00	400	Assign AB Project Numbers	2283
	001-2100-521.55-00	495		
	001-2100-521.41-00	500		
	001-2100-521.46-03	500		
	001-2100-521.52-00	720		
	001-2100-521.47-00	750		
	001-2100-521.52-00	750		
	001-2100-521.40-00	783		
	001-2100-521.34-00	935		
	001-2100-521.47-00	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.47-00	1,157		
	001-2100-521.46-03	1,180		
	001-2100-521.52-00	1,250		
	001-2100-521.47-00	1,297		
	001-2100-521.46-03	1,350		
	001-2100-521.46-03	1,400		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,500		
	001-2100-521.55-00	1,500		
	001-2100-521.40-00	1,620		
	001-2100-521.55-00	1,890		
	001-2100-521.54-00	1,902		
	001-2100-521.41-00	1,920		
	001-2100-521.51-00	2,000		
	001-2100-521.55-00	2,215		
	001-2100-521.52-00	2,249		
	001-2100-521.55-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.52-00	2,423		
	001-2100-521.54-00	2,610		
	001-2100-521.52-00	2,926		
	001-2100-521.56-15	3,000		
	001-2100-521.52-00	3,601		
	001-2100-521.40-00	3,987		
	001-2100-521.52-00	4,000		
	001-2100-521.46-00	4,300		
	001-2100-521.46-00	4,400		
	001-2100-521.52-00	4,605		
	001-2100-521.52-00	4,700		
	001-2100-521.64-15	5,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-2100-521.46-00	5,224	Assign AB Project Numbers		2283
	001-2100-521.52-00	7,172			
	001-2100-521.52-00	7,443			
	001-2100-521.44-00	7,500			
	001-2100-521.52-00	10,128			
	001-2100-521.52-00	10,254			
	001-2100-521.52-00	10,265			
	001-2100-521.44-00	11,520			
	001-2100-521.44-00	11,670			
	001-2100-521.52-00	12,500			
	001-2100-521.52-00	12,951			
	001-2100-521.56-15	15,050			
	001-2100-521.49-21	20,000			
	001-2100-521.52-00	20,714			
	001-2100-521.52-00	26,150			
	001-2100-521.34-00	28,625			
	001-2100-521.52-00	33,087			
	001-2100-521.64-00	39,973			
	001-2100-521.56-15	54,100			
	001-2100-521.44-00	54,222			
	001-2100-521.64-00	255,774			
05/11/20	001-2100-521.42-00	(500)	ADVERTISE VACANT PD POS		2962
	001-2100-521.49-02	500			
	001-2100-521.46-03	(2,988)	PAY INVOICE FOR CNCLD PO		2962
	001-2100-521.46-00	2,988			
05/14/20	001-2100-521.12-12	17,186	ACCRUAL PAYOUTS PD		3020
16	Budget Amendments/Transfers		Division 2100 Total	$86,738	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
03/09/20	001-2101-521.14-00	41,431	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153
03/17/20	001-2101-521.34-00	(5,672)	Assign AB Project Numbers		2283
	001-2101-521.40-00	(4,206)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.40-00	4,206			
	001-2101-521.34-00	5,672			
05/14/20	001-2101-521.12-00	(18,786)	ACCRUAL PAYOUTS PD		3020
	001-2101-521.20-00	(125)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/14/20	001-2101-521.12-12	1,725	ACCRUAL PAYOUTS PD		3020
4	Budget Amendments/Transfers		Division 2101 Total	$21,807	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
03/17/20	001-2132-524.64-00	(68,910)	Assign AB Project Numbers		2283
	001-2132-524.64-00	68,910			
05/11/20	001-2132-524.55-00	(75)	MEMBERSHIPS FOR CODE ENF		2962
	001-2132-524.54-00	75			
05/14/20	001-2132-524.12-00	(11)	ACCRUAL PAYOUTS PD		3020
	001-2132-524.12-12	11			
4	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
05/14/20	001-2200-522.12-00	(3,000)	FIRE INSPECTOR SERVICES		3020
	001-2200-522.34-00	3,000			
4	Budget Amendments/Transfers		Division 2200 Total	$1,650	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE		1867
	001-2201-522.56-15	2,310			
	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI		1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-2201-522.64-00	(32,105)	Assign AB Project Numbers		2283
	001-2201-522.43-00	(20,852)			
	001-2201-522.43-00	(10,712)			
	001-2201-522.43-00	(10,548)			
	001-2201-522.43-00	(2,422)			
	001-2201-522.43-00	2,422			
	001-2201-522.43-00	10,548			
	001-2201-522.43-00	10,712			
	001-2201-522.43-00	20,852			
	001-2201-522.64-00	32,105			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
6	Budget Amendments/Transfers		Division 2201 Total	$14,891	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103		1867
	001-3200-515.34-00	24,000			
03/17/20	001-3200-515.64-00	(26,800)	Assign AB Project Numbers		2283
	001-3200-515.64-00	26,800			
05/11/20	001-3200-515.55-00	(3,252)	ADD FNDS FOR GEOSYNTEC & PLAN EXAMINER SERVICES		2962
	001-3200-515.40-00	(1,500)			
	001-3200-515.31-00	(200)			
	001-3200-515.34-00	4,952			
05/14/20	001-3200-515.12-00	(10,000)	ADDTNL SERVICE COST		3020
	001-3200-515.34-00	10,000			
10	Budget Amendments/Transfers		Division 3200 Total	$24,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
05/11/20	001-3205-559.48-11	(3,000)	ECON DEV INFOGRAPHICS		2962
	001-3205-559.47-00	3,000			
4	Budget Amendments/Transfers		Division 3205 Total	$61,900	
3500 - ADMINISTRATION					
03/17/20	001-3500-519.64-00	(27,000)	Assign AB Project Numbers		2283
	001-3500-519.64-00	27,000			
1	Budget Amendments/Transfers		Division 3500 Total	$0	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY		1349
	001-3510-541.64-00	1,800			
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS		1867
	001-3510-541.31-00	25,000			
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122		2039
	001-3510-541.64-00	36,000			
03/09/20	001-3510-541.46-00	(6,989)	MATERIAL TESTING SERVICES LAP/SIDEWALK IMP PROJECT		2153
	001-3510-541.31-00	6,989			
03/17/20	001-3510-541.46-00	(500,000)	Assign AB Project Numbers		2283
	001-3510-541.46-00	(300,000)			
	001-3510-541.64-00	(31,000)			
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	31,000			
	001-3510-541.46-00	300,000			
	001-3510-541.46-00	500,000			
04/08/20	001-3510-541.63-04	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
05/11/20	001-3510-541.64-00	(30,200)	ADD FNDS FOR FY20 COSTS		2962
	001-3510-541.46-00	(5,000)	BALANCE SUPPLY REPLENISH		2962
	001-3510-541.52-00	5,000			
12 Budget Amendments/Transfers			Division 3510 Total	$255,213	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
03/09/20	001-3520-572.52-00	7,000	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3520-572.64-00	(15,000)	Assign AB Project Numbers		2283
	001-3520-572.64-00	15,000			
04/22/20	001-3520-572.31-11	50,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
05/11/20	001-3520-572.52-00	5,000	ADD FNDS FOR FY20 COSTS		2962
	001-3520-572.14-00	6,000			
7 Budget Amendments/Transfers			Division 3520 Total	$92,397	
3540 - PUBLIC WORKS- FLEET MAINT					
03/17/20	001-3540-519.64-00	(6,700)	Assign AB Project Numbers		2283
	001-3540-519.64-00	6,700			
05/11/20	001-3540-519.46-00	10,000	ADD FNDS FOR FY20 COSTS		2962
2 Budget Amendments/Transfers			Division 3540 Total	$10,000	
3550 - SANITATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3550 Total	$5,071	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349
03/09/20	001-3560-519.46-00	(7,000)	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3560-519.46-02	(45,000)	Assign AB Project Numbers		2283
	001-3560-519.64-00	(28,500)			
	001-3560-519.64-00	28,500			
	001-3560-519.46-02	45,000			
05/11/20	001-3560-519.14-00	3,200	ADD FNDS FOR FY20 COSTS		2962
	001-3560-519.46-02	6,000			
5 Budget Amendments/Transfers			Division 3560 Total	($12,800)	
111 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,076,013**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 3240 Total	$285,706	
3 Total Budget Amendments/Transfers			**CDBG**	**$285,706**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 3240 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 3240 Total	$847,639	
3 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
03/16/20	110-3230-559.63-00	(12,100)	ADD LIGHTS TO GATEWAY		2259
	110-3230-559.64-00	12,100			
	110-3230-559.58-01	(70,040)	CORR ACCT # CVP P.O. CONT		2258
	110-3230-559.46-00	10,800			
	110-3230-559.44-00	59,240			
03/17/20	110-3230-559.62-00	(5,553,300)	Assign AB Project Numbers		2283
	110-3230-559.62-00	(934,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(75,000)			
	110-3230-559.31-00	(50,000)			
	110-3230-559.63-00	(35,000)			
	110-3230-559.63-00	35,000			
	110-3230-559.31-00	50,000			
	110-3230-559.63-00	75,000			
	110-3230-559.63-00	150,000			
	110-3230-559.63-00	150,000			
	110-3230-559.62-00	934,000			
	110-3230-559.62-00	5,553,300			
13	Budget Amendments/Transfers		Division 3230 Total	$477,582	
	13 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
03/17/20	111-3230-559.63-00	(135,000)	Assign AB Project Numbers		2283
	111-3230-559.63-00	135,000			
2	Budget Amendments/Transfers		Division 3230 Total	$47,488	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER	723
	301-3580-519.64-00	600,720		
	301-3580-519.62-00	1,659,076		
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER	723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER	723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER	720
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111	2039
	301-3580-519.63-00	(13,506)		
03/09/20	301-3580-519.62-00	(8,092)	RECL FURN TO CAP	2153
	301-3580-519.64-00	8,092		
05/14/20	301-3580-519.63-00	(4,414)	ADDL W&J CONT JLS CTR	3020
	301-3580-519.64-00	(866)		
	301-3580-519.62-00	5,280		
	301-3580-519.62-00	(38,461)	JLS PARKING LOT	3020
	301-3580-519.63-00	38,461		
8 Budget Amendments/Transfers			Division 3580 Total	$3,008,677
8 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**
3580 - CAPITAL PROJECTS MNGMT				
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER	723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER	723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER	723
	302-3580-572.63-01	332,557		
	302-3580-572.63-04	1,052,070		
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER	723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER	720
	302-3580-519.63-00	1,719,250		
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653	1107
	302-3580-572.63-01	104,000		
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS	1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE	1102
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION	1681
	302-3580-572.63-01	(104,000)		
	302-3580-572.63-04	(100,000)		
	302-3580-572.63-05	100,000		
	302-3580-572.63-04	104,000		
	302-3580-572.63-05	148,878		
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111	2039
	302-3580-572.63-01	(1,850)		
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110	2039

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/01/20	302-3580-572.63-04	191,171	SEAWALL TIEBACKS RVRFRNT		2476
12	Budget Amendments/Transfers		Division 3580 Total	$2,951,477	
12	Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,951,477**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
1	Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	421-4010-536.34-00	2,840			
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY		1556
	421-4010-536.31-00	40,000			
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118		2039
	421-4010-536.31-00	188,914			
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
03/17/20	421-4010-536.31-00	(240,000)	Assign AB Project Numbers		2283
	421-4010-536.31-33	(135,608)			
	421-4010-536.52-33	(68,880)			
	421-4010-536.31-01	(50,000)			
	421-4010-536.31-01	50,000			
	421-4010-536.52-33	68,880			
	421-4010-536.31-33	135,608			
	421-4010-536.31-00	240,000			
05/11/20	421-4010-536.48-00	(1,367)	REPAIR AUTOCLAVE IN LAB		2962
	421-4010-536.46-00	1,367			
10	Budget Amendments/Transfers		Division 4010 Total	($249,749)	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	421-4020-536.64-00	5,828	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER	723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER	723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER	723
	421-4020-536.46-00	22,167		
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER	723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER	723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4020-536.64-00	4,784		
	421-4020-536.63-00	14,447		
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT	1348
	421-4020-536.56-15	30,000		
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT	1348
	421-4020-536.56-15	23,000		
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE	1347
	421-4020-536.56-15	33,814		
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112	2039
	421-4020-536.31-03	168,322		
03/17/20	421-4020-536.52-09	(1,551,090)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(736,998)		
	421-4020-536.52-09	(587,420)		
	421-4020-536.64-00	(361,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-02	(250,000)		
	421-4020-536.63-00	(250,000)		
	421-4020-536.52-09	(182,000)		
	421-4020-536.52-09	(166,660)		
	421-4020-536.52-09	(157,510)		
	421-4020-536.52-09	(156,028)		
	421-4020-536.46-00	(125,000)		
	421-4020-536.52-09	(118,175)		
	421-4020-536.52-09	(109,200)		
	421-4020-536.64-00	(105,000)		
	421-4020-536.52-09	(81,700)		
	421-4020-536.52-09	(81,214)		
	421-4020-536.64-00	(80,700)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4020-536.52-09	(68,400)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(63,840)		
	421-4020-536.64-00	(48,000)		
	421-4020-536.52-09	(35,200)		
	421-4020-536.52-09	(10,000)		
	421-4020-536.52-09	(8,000)		
	421-4020-536.52-09	(5,000)		
	421-4020-536.52-09	5,000		
	421-4020-536.52-09	8,000		
	421-4020-536.52-09	10,000		
	421-4020-536.52-09	35,200		
	421-4020-536.64-00	48,000		
	421-4020-536.52-09	63,840		
	421-4020-536.52-09	68,400		
	421-4020-536.64-00	80,700		
	421-4020-536.52-09	81,214		
	421-4020-536.52-09	81,700		
	421-4020-536.64-00	105,000		
	421-4020-536.52-09	109,200		
	421-4020-536.52-09	118,175		
	421-4020-536.46-00	125,000		
	421-4020-536.52-09	156,028		
	421-4020-536.52-09	157,510		
	421-4020-536.52-09	166,660		
	421-4020-536.52-09	182,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-02	250,000		
	421-4020-536.63-00	250,000		
	421-4020-536.64-00	361,000		
	421-4020-536.52-09	587,420		
	421-4020-536.52-09	736,998		
	421-4020-536.52-09	1,551,090		
04/01/20	421-4020-536.46-00	(110,820)	CAP 3 DISCFLO PUMPS DYAL WTP	2474
	421-4020-536.64-00	110,820		
04/08/20	421-4020-536.46-00	(96,611)	CORROSION CONT TRMT 2020-134	2567
	421-4020-536.63-00	96,611		
05/11/20	421-4020-536.52-09	(15,000)	INC IN H2O TEST SUPPLIES	2962
	421-4020-536.52-00	15,000		
05/14/20	421-4020-536.46-00	(49,998)	DYAL ENGINEERING SVCS	3020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/14/20	421-4020-536.31-03	49,998	DYAL ENGINEERING SVCS		3020
	421-4020-536.46-00	(175,000)	SCADA CNTRL SYSTM SERVICE		3029
	421-4020-536.31-03	175,000			
26	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
03/17/20	421-4025-536.46-00	(680,000)	Assign AB Project Numbers		2283
	421-4025-536.46-00	(620,000)			
	421-4025-536.64-00	(398,500)			
	421-4025-536.46-00	(321,000)			
	421-4025-536.46-00	(265,000)			
	421-4025-536.46-00	(240,000)			
	421-4025-536.46-00	(206,000)			
	421-4025-536.46-00	(183,000)			
	421-4025-536.52-00	(85,000)			
	421-4025-536.31-03	(75,000)			
	421-4025-536.46-00	(75,000)			
	421-4025-536.46-00	(50,500)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-02	(42,733)			
	421-4025-536.46-00	(31,000)			
	421-4025-536.64-00	(17,084)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.52-00	(3,000)			
	421-4025-536.46-00	(500)			
	421-4025-536.46-00	500			
	421-4025-536.52-00	3,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4025-536.46-00	15,000	Assign AB Project Numbers		2283
	421-4025-536.46-00	15,000			
	421-4025-536.64-00	17,084			
	421-4025-536.46-00	31,000			
	421-4025-536.46-02	42,733			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,500			
	421-4025-536.31-03	75,000			
	421-4025-536.46-00	75,000			
	421-4025-536.52-00	85,000			
	421-4025-536.46-00	183,000			
	421-4025-536.46-00	206,000			
	421-4025-536.46-00	240,000			
	421-4025-536.46-00	265,000			
	421-4025-536.46-00	321,000			
	421-4025-536.64-00	398,500			
	421-4025-536.46-00	620,000			
	421-4025-536.46-00	680,000			
9	Budget Amendments/Transfers		Division 4025 Total	$125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	191,490			
	421-4055-536.63-00	210,571			
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT		1207
	421-4055-536.56-15	50,000			
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT		1866
	421-4055-536.63-00	(440,000)			
	421-4055-536.63-00	(200,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/20	421-4055-536.63-00	(100,000)	ASSIGN PROJ # / FY20 BDGT	1866
	421-4055-536.63-00	(100,000)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	83,490		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	200,000		
	421-4055-536.63-00	440,000		
	421-4055-536.63-00	636,000		
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117	2039
14	Budget Amendments/Transfers		Division 4055 Total	$1,768,123
4120 - WATER RECLAMATION				
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER	723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4120-536.63-00	542,514		
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS	1349
	421-4120-536.56-15	6,500		
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS	1347
	421-4120-536.56-15	10,000		
03/09/20	421-4120-536.52-00	(12,113)	RECLASS WILO MIXER EQUIP TO CAPITAL ACCT	2153
	421-4120-536.64-00	12,113		
03/17/20	421-4120-536.52-09	(83,600)	Assign AB Project Numbers	2283
	421-4120-536.31-00	(40,000)		
	421-4120-536.64-15	(28,000)		
	421-4120-536.52-09	(21,218)		
	421-4120-536.52-00	(20,500)		
	421-4120-536.52-09	(16,974)		
	421-4120-536.64-00	(16,575)		
	421-4120-536.46-00	(16,500)		
	421-4120-536.46-00	(15,200)		
	421-4120-536.52-00	(12,000)		
	421-4120-536.64-00	(8,945)		
	421-4120-536.64-00	(8,500)		
	421-4120-536.64-00	(6,000)		
	421-4120-536.52-00	(4,500)		
	421-4120-536.52-00	(4,178)		
	421-4120-536.52-00	(4,000)		
	421-4120-536.52-00	(2,289)		
	421-4120-536.52-00	(1,890)		
	421-4120-536.52-00	(1,800)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4120-536.52-00	1,800	Assign AB Project Numbers		2283
	421-4120-536.52-00	1,890			
	421-4120-536.52-00	2,289			
	421-4120-536.52-00	4,000			
	421-4120-536.52-00	4,178			
	421-4120-536.52-00	4,500			
	421-4120-536.64-00	6,000			
	421-4120-536.64-00	8,500			
	421-4120-536.64-00	8,945			
	421-4120-536.52-00	12,000			
	421-4120-536.46-00	15,200			
	421-4120-536.46-00	16,500			
	421-4120-536.64-00	16,575			
	421-4120-536.52-09	16,974			
	421-4120-536.52-00	20,500			
	421-4120-536.52-09	21,218			
	421-4120-536.64-15	28,000			
	421-4120-536.31-00	40,000			
	421-4120-536.52-09	83,600			
05/14/20	421-4120-536.46-00	(550)	REPAIR DOOR JAM ELEC BLDN		3020
	421-4120-536.46-02	550			
7	Budget Amendments/Transfers		Division 4120 Total	$652,757	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER		723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER		723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP		1347
	421-4125-536.56-15	5,000			
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115		2039
	421-4125-536.31-03	50,811			
03/17/20	421-4125-536.46-00	(400,000)	Assign AB Project Numbers		2283
	421-4125-536.46-00	(335,000)			
	421-4125-536.64-00	(235,800)			
	421-4125-536.46-00	(100,000)			
	421-4125-536.46-00	(50,000)			
	421-4125-536.46-00	(50,000)			
	421-4125-536.46-00	(38,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4125-536.46-00	(30,000)	Assign AB Project Numbers		2283
	421-4125-536.46-00	(16,000)			
	421-4125-536.46-00	(15,000)			
	421-4125-536.46-00	(12,500)			
	421-4125-536.46-00	(10,000)			
	421-4125-536.46-00	(8,000)			
	421-4125-536.46-00	(6,000)			
	421-4125-536.46-00	(5,500)			
	421-4125-536.46-00	(300)			
	421-4125-536.46-00	300			
	421-4125-536.46-00	5,500			
	421-4125-536.46-00	6,000			
	421-4125-536.46-00	8,000			
	421-4125-536.46-00	10,000			
	421-4125-536.46-00	12,500			
	421-4125-536.46-00	15,000			
	421-4125-536.46-00	16,000			
	421-4125-536.46-00	30,000			
	421-4125-536.46-00	38,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	100,000			
	421-4125-536.64-00	235,800			
	421-4125-536.46-00	335,000			
	421-4125-536.46-00	400,000			
05/14/20	421-4125-536.64-00	(3,956)	RECLASS PO 75051 NON CAP		3020
	421-4125-536.52-00	3,956			
10	Budget Amendments/Transfers		Division 4125 Total	$149,613	
	76 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$2,968,053**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	423-3570-538.31-00	30,000	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT		1349
	423-3570-538.49-00	2,859			
03/09/20	423-3570-538.46-00	(21,000)	RECLASS PO 75692 TO FUND REQ 40435		2153
	423-3570-538.34-00	21,000			
03/17/20	423-3570-538.64-00	(270,032)	Assign AB Project Numbers		2283
	423-3570-538.46-00	(20,000)			
	423-3570-538.31-33	(6,615)			
	423-3570-538.52-33	(3,360)			
	423-3570-538.52-33	3,360			
	423-3570-538.31-33	6,615			
	423-3570-538.46-00	20,000			
	423-3570-538.64-00	270,032			
04/08/20	423-3570-538.63-00	(152,000)	HARR ST WQ20 DEMUCK 2020-136		2567
	423-3570-538.46-00	152,000			
05/11/20	423-3570-538.46-00	(11,000)	TAX ROLL UPDATE		2962
	423-3570-538.31-00	11,000			
05/14/20	423-3570-538.46-00	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
13	Budget Amendments/Transfers		Division 3570 Total	$263,850	
	13 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$263,850**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
2	Budget Amendments/Transfers		Division 4020 Total	$1,169,881	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	426-4055-536.63-00	898,128	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS		1557
	426-4055-536.63-00	439,845			
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111		2039
	426-4055-536.63-00	(12,302)			
03/17/20	426-4055-536.63-00	(13,326,022)	Assign AB Project Numbers		2283
	426-4055-536.63-00	(3,128,564)			
	426-4055-536.63-00	(1,393,750)			
	426-4055-536.63-00	(393,684)			
	426-4055-536.63-00	(325,016)			
	426-4055-536.63-00	325,016			
	426-4055-536.63-00	393,684			
	426-4055-536.63-00	1,393,750			
	426-4055-536.63-00	3,128,564			
	426-4055-536.63-00	13,326,022			
04/22/20	426-4055-536.63-00	(3,874,499)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
	426-4055-536.63-00	(2,355,707)			
	426-4055-536.63-00	(898,128)			
	426-4055-536.63-00	(688,429)			
	426-4055-536.63-00	(190,808)			
	426-4055-536.64-00	1,745,965			
	426-4055-536.62-00	6,305,506			
12 Budget Amendments/Transfers			Division 4055 Total	18,945,951	
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
04/22/20	426-4120-536.63-00	(43,900)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
7 Budget Amendments/Transfers			Division 4120 Total	$2,844,792	
21 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**22,960,624**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

265 Transfers & Amendments between 10/1/2019 and 5/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS	**36,790,972**

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 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 6/4/2020

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-0000-331.20-15	(126,896)	Assign AB Project Numbers		2283
	001-0000-331.20-16	(700)			
	001-0000-331.20-16	(300)			
	001-0000-331.20-16	300			
	001-0000-331.20-16	700			
	001-0000-331.20-15	126,896			
04/01/20	001-0000-389.99-50	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/08/20	001-0000-331.39-11	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
	001-0000-389.99-50	237,033	PAYOUTS-CM TERM 2020-130		2578
04/22/20	001-0000-331.39-12	25,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
	001-0000-389.99-50	25,000			
11	Budget Amendments/Transfers		Division 0000 Total	$1,076,013	
	11 Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,076,013**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039
2	Budget Amendments/Transfers		Division 0000 Total	$285,706	
	2 Total Budget Amendments/Transfers		**CDBG**	**$285,706**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2	Budget Amendments/Transfers		Division 0000 Total	$403,863	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	108-0000-384.00-00	894,000	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4 Budget Amendments/Transfers			Division 0000 Total	$847,639	
4 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3 Budget Amendments/Transfers			Division 0000 Total	$477,582	
3 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$3,008,677	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-0000-381.91-01	191,171	SEAWALL TIEBACKS RVRFRNT		2476
10 Budget Amendments/Transfers			Division 0000 Total	$2,951,477	
10 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$2,951,477**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$2,968,053	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,968,053**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
05/14/20	423-0000-338.10-02	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
3 Budget Amendments/Transfers			Division 0000 Total	$263,850	
3 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$263,850**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$22,960,624	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$22,960,624**	

45 Transfers & Amendments between 10/1/2019 and 5/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **36,790,972**

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 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 6/4/2020

Legislation Details (With Text)

File #:	20-332	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Space Coast Transportation and Planning Organization Project Updates. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SCTPO Project Priorities Rankings - DRAFT Updated TPO Draft List of Project Priorities 06_15_2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2020
Agenda Date: June 24, 2020
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
No Action Required. Informational Only.

BACKGROUND:

On May 28, 2019, the Public Works Department applied for the Clearlake Road (SR 501) Corridor Study Expansion Project to include Access Management, Bike/Ped Facilities and Lighting Study from Michigan Ave. to SR 520. This project will define conflict points along the roadway and provide access management solutions where vehicles, pedestrians, and bicyclists paths can safely, efficiently and legally interface. The study will also enhance communication and collaboration with the stakeholders in the area, identify and analyze opportunities related to bicycle and pedestrian improvements, and develop specific recommendations to make Clearlake Road a safer corridor. Lastly, the project will evaluate the sufficiency of lighting on this stretch of road and provide improvements as defined in the report.

A second application was submitted for the Aurora Street Drainage and Roadway Improvements Project from SR 520 to Jackson Street. This Project will include ditch piping to allow for road improvements to include sidewalk and curb installation.

Below is a table with the Space Coast TPO Long Range Transportation Plan, Transportation Improvement Plan and Pedestrian and Bike Improvements Plan Projects in the City of Cocoa.

Long Range Transportation Plan						
Facility	**From**	**To**	**Project**	**2016-2020**	**2021-2025**	
SR 528 Beachline Widening PD&E St	SR520	SR 524 (Industry Road)	Add Lanes & Reconstruct	PD&E $5.3M		
SR 501	Michigan Avenue	Industry Road	PD&E/EMO Study	PE $2.55 M	ROW $1.66; CST $6.65M	
SR 524	South Friday Rd	Industry Road	Widen to 4 Lanes	PE $3.24M; ROW $4.49; CST $22.47		
Transportation Improvement Plan						
Facility	**From**	**To**	**Project Type**	**Proposed Phase**	**FY**	**Cost**
SR 520	US 1	Hubert Humphrey Bridge	Bike/Ped Improvements	Design	2020	
SR 519 Fiske	Rosa L Jones	SR 520	Curb & Gutter/Cor Street	Design	2021	$250,00
Pedestrian and Bike Improvements Plan						
Facility	**From**	**To**	**Project Type**	**Proposed Phase**	**FY**	**Cost**
Michigan Avenue	Clearlake Road	US 1	Bike/Ped	Design	2021	$85,000

STRATEGIC PLAN CONNECTION:

Policy 2.1.8.1 of the City of Cocoa Comprehensive Plan: 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.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

No Action Required. Informational Only.

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SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
1		Brevard County	Ellis Road	I-95/John Rhodes to Wickham	Extend / Widening	Capacity	ROW	**68**	**15**	**83**
2		FDOT	SR 528	Industry Road to SR 3	Widening	Capacity	CST	**66**	**0**	**66**
3		FDOT	SR 528	SR 3 to SR 401 (Port)	Widening	Capacity	CST	**66**	**0**	**66**
4		Melbourne (NEW)	US 1 (Phase I)	Crane Creek Bridge to WH Jackson St	Multi-modal	Bike/Ped	CST	**56**	**0**	**56**
5		NASA	405 NASA Cswy/Indian River Bridge	West Roadway Approach to East Approach	Bridge Replacement	Preservation	Fully Funded (INFRA)	**54**	**0**	**54**
6		Space Florida (NEW)	Spaceport ITS	ITS Improvements	ITS Infrastructure	Operations	Design	**45**	**0**	**45**
7		NASA	Space Commerce Way	405 to Kennedy Parkway	Widening	Capacity	Fully Funded (INFRA)	**34**	**0**	**34**
8		Melbourne	NASA Blvd	Eddie Allen to Evans	Sidewalk	Bike/Ped	CST	**32**	**0**	**32**
9		FDOT	I-95 Interchanges	Implement SOAR Improvements and SIS Connector Studies	As needed	Capacity	CST	**30**	**0**	**30**
10		FDOT/Cocoa Beach	SR A1A	International Dr to Long Point Rd	Intersection / Sidewalk	Bike/Ped	0	**78**	**0**	**78**
11		FDOT/Cape Canaveral	SR A1A	Long Point Rd to George King	Curb & Gutter / Median	Bike/Ped	0	**73**	**0**	**73**
12		Palm Bay (NEW)	Malabar Rd	SJHP to Minton	Widening	Capacity	0	**71**	**0**	**71**
13		Cocoa (NEW)	SR 501 (Clearlake Rd)	SR 520 to Michigan Avenue	Access Management / Sidewalks	Bike/Ped	0	**71**	**0**	**71**
14		FDOT/Brevard County	SR 3 (Courtenay Pkwy)	Catalina Isle to Venetian Way	Access Management / Sidewalks	Bike/Ped	0	**63**	**0**	**63**
15		Brevard County	Babcock St	Valkaria Rd to Convair St.	Widening	Capacity	0	**62**	**0**	**62**
16		FDOT/Malabar	SR 514 (Malabar Rd)	SR 507 (Babcock St) to US 1	Widening	Capacity	0	**62**	**0**	**62**
17		Rockledge (NEW)	SR 519 (Fiske Blvd)	@ Roy Wall Blvd	Intersection	Capacity	0	**61**	**0**	**61**
18		Melbourne (NEW)	SR 518 (Eau Gallie Blvd)	@ SR 5054 (Sarno Road)	Intersection	Capacity	0	**61**	**0**	**61**
19		FDOT (New)	SR A1A	Grosse Pointe Ave to Flug Ave	Multi-modal	Bike/Ped	0	**60**	**0**	**60**
20		Brevard County	Babcock St	Convair St. to Malabar	Intersection Improv	Capacity	0	**60**	**0**	**60**
21		Brevard County	Babcock St	Maraloma Blvd. to Valkaria Rd	Widening	Capacity	0	**59**	**0**	**59**
22		FDOT/Cocoa	SR 524	S Friday Rd to Industry Rd	Widening	Capacity	0	**59**	**0**	**59**
23		FDOT/Brevard County	US 1	Viera Blvd to Barnes Blvd	Intersections/Sidewalk	Capacity	0	**58**	**0**	**58**

SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
24		Melbourne (NEW)	US 1 (Phase II)	WH Jackson St to University Blvd	Multi-modal	Bike/Ped	0	**56**	**0**	**56**
25		FDOT/ Indian Harbour Beach	SR A1A	SR 518 (Eau Gallie Blvd) to Volunteer Way	Sidewalk	Bike/Ped	0	**56**	**0**	**56**
26		FDOT/Brevard County/ Palm Bay	SR 507 (Babcock St)	SR 514/Malabar to Palm Bay Rd	Widening	Capacity	0	**55**	**0**	**55**
27		Brevard County/ Melbourne	SR 518 (Eau Gallie Blvd)	@ Wickham Rd	Intersection Improv	Capacity	0	**54**	**0**	**54**
28		Brevard County	Hollywood Blvd	Palm Bay Rd to US 192	Widening	Capacity	0	**54**	**0**	**54**
29		FDOT/Titusville	SR 405 (South St)	SR 50 to Singleton	Widening	Capacity	0	**54**	**0**	**54**
30		FDOT/Cocoa	SR 519 (Fiske Blvd)	Rosa L Jones to SR 520	Curb & Gutter / Complete Street	Bike/Ped	0	**52**	**0**	**52**
31		FDOT/SUNTrails	Space Coast Trail	Playalinda Bch Rd to US 1 (Volusia Co)	Trail / C2C/SJR2C	Bike/Ped	0	**52**	**0**	**52**
32		Brevard County	Babcock St	Micco Rd/Deer Run to Maraloma Blvd	Widening	Capacity	0	**51**	**0**	**51**
33		FDOT/Cocoa Beach	SR A1A NB	2nd St to Sunflower St	Curb & Gutter	Bike/Ped	0	**51**	**0**	**51**
34		FDOT/Cocoa	SR 501 (Clearlake Rd)	Michigan Ave to Industry Rd	Widening	Capacity	0	**49**	**0**	**49**
35		Palm Bay	Malabar Rd	SJHP to San Fillipo	Adaptive Control	ITS	0	**48**	**0**	**48**
36		FDOT/Titusville/ SUNTrails	US 1	SR 50 to Grace	Trail / ECG	Bike/Ped	0	**47**	**0**	**47**
37		Port Canaveral	SR 401	SR 401 Interchange to Cape Canaveral Air Force Station	Bridge Replacement	Preservation	0	**45**	**0**	**45**
38		FDOT/Brevard County	US 1	SR 404 Pineda to Park Ave	Access Management	Capacity	0	**44**	**0**	**44**
39		FDOT/Brevard County	SR A1A (Atlantic)	Pineda Cswy to Sherry Lee Lane	Sidewalk	Bike/Ped	0	**42**	**0**	**42**
40		Melbourne	SR 518 (Eau Gallie Cswy Trail)	SR 518 Relief Brdg to Riverside Dr	Trail / ECG	Bike/Ped	0	**42**	**0**	**42**
41		Melbourne	Indian River Linear Trl	Carolin St to Laurie St	Trail / ECG	Bike/Ped	0	**40**	**0**	**40**
42		Melbourne	NASA Blvd	Wickham to US 1	ITS Infrastructure	ITS	0	**37**	**0**	**37**
43		Palm Bay	San Fillippo Drive	Waco to Malabar	ITS Infrastructure	ITS	0	**37**	**0**	**37**
44		FDOT/Cocoa Beach	SR A1A (S Orlando)	7th St S. to 6th St S.	Sidewalk	Bike/Ped	0	**36**	**0**	**36**
45		Cocoa	Michigan Ave	Clearlake to US 1	Trail /ECG	Bike/Ped	0	**35**	**0**	**35**
46		Malabar (NEW)	Al Tuttle Twin Lakes Connector Trail	Sandhill Trail Head to US1/Leghorn Rd.	Trail	Bike/Ped	0	**34**	**0**	**34**

SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
47		Palm Bay	Emerson Dr	SJHP to Minton	ITS Infrastructure	ITS	0	**34**	**0**	**34**
48		FDOT/Palm Bay	US 1	Gran Ave to Port Malabar	Sidewalk	Bike/Ped	0	**34**	**0**	**34**
49		FDOT/Palm Bay	US 1	Kirkland to RJ Conlan	Sidewalk	Bike/Ped	0	**34**	**0**	**34**
50		Cocoa (NEW)	Aurora Street	S. of SR 520 to N. of Jackson St.	Sidewalk	Bike/Ped	0	**33**	**0**	**33**
51		West Melbourne	Dairy Rd	US 192 to Hibiscus	Widening	Capacity	0	**30**	**0**	**30**
52		FDOT/Brevard County	US 1	Lake Washington to Post	ITS Infrastructure	Capacity	0	**30**	**0**	**30**
53		Palm Bay	St. Johns Heritage Pkwy	Babcock to Malabar Rd	New Alignment	Capacity	0	**30**	**0**	**30**
54		Brevard County	N Merritt Island Pioneer Trl	ECG Alignment	Trail ECG	Bike/Ped	0	**27**	**0**	**27**
55		Satellite Beach	Jackson Avenue	SR 513 to SR A1A	Complete Street	Bike/Ped	0	**21**	**0**	**21**
56		Melbourne	Orlando-Melbourne Airport Rail Improvements	Intermodal Facility to transport freight to and from MLB and I-95	Rail/Freight	Operations	0	**16**	**0**	**16**
57		Palm Bay	Cross City Trail	Along Walpole Rd and Cogan	Trail/Pedestrian Bridges	Bike/Ped	0	**12**	**0**	**12**
58		Brevard County	ITS Operational Support	N/A	Operational Support	Operations	0	**2**	**0**	**2**
59		SCTPO	Long Range Transportation Plan	N/A	20 Year Planning Horizon	Planning	0	**1**	**0**	**1**

SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
1		Brevard County	SIS: Ellis Road	I-95/John Rhodes to Wickham	Extend / Widening	Capacity	ROW	**68**	**15**	**83**
2a		Space Florida	SIS: 405 NASA Cswy/Indian River Bridge	West Roadway Approach to East Approach	Bridge Replacement	Preservation	Fully Funded (INFRA)	**67**	**13**	**80**
2b		Space Florida	SIS: Space Commerce Way	405 to Kennedy Parkway	Widening	Capacity	Fully Funded (INFRA)	**67**	**15**	**82**
2c		Space Florida (NEW)	SIS: Spaceport ITS	ITS Improvements	ITS Infrastructure	Operations	Design	**67**	**15**	**82**
3		Melbourne (NEW)	US 1 (Phase I)	Crane Creek Bridge to WH Jackson St	Multi-modal	Bike/Ped	CST	**66**	**10**	**76**
4		FDOT	SIS: SR 528	Industry Road to SR 3	Widening	Capacity	CST	**66**	**0**	**66**
5		FDOT	SIS: SR 528	SR 3 to SR 401 (Port)	Widening	Capacity	CST	**66**	**0**	**66**
6		Melbourne	NASA Blvd	Eddie Allen to Evans	Sidewalk	Bike/Ped	CST	**32**	**0**	**32**
7		FDOT	SIS: I-95 Interchanges	Implement SOAR Improvements and SIS Connector Studies	As needed	Capacity	CST	**30**	**0**	**30**
8		FDOT/Cocoa Beach	SR A1A	International Dr to Long Point Rd	Intersection / Sidewalk	Bike/Ped	ROW	**78**	**0**	**78**
9		Cocoa (NEW)	SR 501 (Clearlake Rd)	SR 520 to Michigan Avenue	Access Management / Sidewalks	Bike/Ped	Planning	**76**	**5**	**81**
10		FDOT/Cape Canaveral	SR A1A	Long Point Rd to George King	Curb & Gutter / Median	Bike/Ped	ROW	**73**	**0**	**73**
11		Palm Bay (NEW)	Malabar Rd	SJHP to Minton	Widening	Capacity	Design	**71**	**0**	**71**
12		Rockledge (NEW)	SR 519 (Fiske Blvd)	@ Roy Wall Blvd	Intersection	Capacity	Design	**66**	**5**	**71**
13		FDOT/Brevard County	SR 3 (Courtenay Pkwy)	Catalina Isle to Venetian Way	Access Management / Sidewalks	Bike/Ped	Design	**63**	**0**	**63**
14		Brevard County	Babcock St	Valkaria Rd to Convair St.	Widening	Capacity	Design	**62**	**0**	**62**
15		FDOT/Malabar	SR 514 (Malabar Rd)	SR 507 (Babcock St) to US 1	Widening	Capacity	ROW	**62**	**0**	**62**
16		Melbourne (NEW)	US 1 (Phase II)	WH Jackson St to University Blvd	Multi-modal	Bike/Ped	Design	**61**	**5**	**66**
17		Melbourne (NEW)	SR 518 (Eau Gallie Blvd)	@ SR 5054 (Sarno Road)	Intersection	Capacity	Design	**61**	**0**	**61**
18		FDOT (New)	SR A1A	Grosse Pointe Ave to Flug Ave	Multi-modal	Bike/Ped	Design	**60**	**0**	**60**
19		Brevard County	Babcock St	Convair St. to Malabar	Intersection Improv	Capacity	Design	**60**	**0**	**60**
20		FDOT/Titusville	SR 405 (South St)	SR 50 to Singleton	Widening	Capacity	PD&E	**59**	**5**	**64**

Highlighted projects are eligible for SIS funding.

SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
21		Brevard County	Babcock St	Maraloma Blvd. to Valkaria Rd	Widening	Capacity	Design	**59**	**0**	**59**
22		FDOT/Cocoa	SR 524	S Friday Rd to Industry Rd	Widening	Capacity	Design	**59**	**0**	**59**
23		FDOT/Brevard County	US 1	Viera Blvd to Barnes Blvd	Intersections/Sidewalk	Capacity	PD&E	**58**	**0**	**58**
24		FDOT/ Indian Harbour Beach	SR A1A	SR 518 (Eau Gallie Blvd) to Volunteer Way	Sidewalk	Bike/Ped	ROW	**56**	**0**	**56**
25		FDOT/Brevard County/ Palm Bay	SR 507 (Babcock St)	SR 514/Malabar to Palm Bay Rd	Widening	Capacity	ROW	**55**	**0**	**55**
26		Brevard County/ Melbourne	SR 518 (Eau Gallie Blvd)	@ Wickham Rd	Intersection Improv	Capacity	ROW	**54**	**0**	**54**
27		Brevard County	Hollywood Blvd	Palm Bay Rd to US 192	Widening	Capacity	ROW	**54**	**0**	**54**
28		FDOT/Titusville/ SUNTrails	US 1	SR 50 to Grace	Trail / ECG	Bike/Ped	Design	**52**	**5**	**57**
29		FDOT/Cocoa	SR 519 (Fiske Blvd)	Rosa L Jones to SR 520	Curb & Gutter / Complete Street	Bike/Ped	Design	**52**	**0**	**52**
30		FDOT/SUNTrails	Space Coast Trail	Playalinda Bch Rd to US 1 (Volusia Co)	Trail / C2C/SJR2C	Bike/Ped	Design	**52**	**0**	**52**
31		Brevard County	Babcock St	Micco Rd/Deer Run to Maraloma Blvd	Widening	Capacity	Design	**51**	**0**	**51**
32		FDOT/Cocoa Beach	SR A1A NB	2nd St to Sunflower St	Curb & Gutter	Bike/Ped	Design	**51**	**0**	**51**
33		FDOT/Cocoa	SR 501 (Clearlake Rd)	Michigan Ave to Industry Rd	Widening	Capacity	ROW	**49**	**0**	**49**
34		Cocoa (NEW)	Aurora Street	S. of SR 520 to N. of Jackson St.	Sidewalk	Bike/Ped	Design	**48**	**15**	**63**
35		Palm Bay	Malabar Rd	SJHP to San Fillipo	Adaptive Control	ITS	Design	**48**	**0**	**48**
36		Port Canaveral	SIS: SR 401	SR 401 Interchange to Cape Canaveral Air Force Station	Bridge Replacement	Preservation	Design	**45**	**0**	**45**
37		FDOT/Brevard County	US 1	SR 404 Pineda to Park Ave	Access Management	Capacity	PD&E	**44**	**0**	**44**
38		FDOT/Brevard County	SR A1A (Atlantic)	Pineda Cswy to Sherry Lee Lane	Sidewalk	Bike/Ped	Design	**42**	**0**	**42**
39		Melbourne	SR 518 (Eau Gallie Cswy Trail)	SR 518 Relief Brdg to Riverside Dr	Trail / ECG	Bike/Ped	Design	**42**	**0**	**42**
40		West Melbourne	Dairy Rd	US 192 to Hibiscus	Widening	Capacity	Design	**40**	**10**	**50**
41		Melbourne	Indian River Linear Trl	Carolin St to Laurie St	Trail / ECG	Bike/Ped	Planning	**40**	**0**	**40**
42		Melbourne	NASA Blvd	Wickham to US 1	ITS Infrastructure	ITS	Design	**37**	**0**	**37**

Highlighted projects are eligible for SIS funding.

SCTPO 2020 DRAFT PROJECT PRIORITIES

Rank	Discretionary Rank	Applicant	Project Name	Project Limits	Description	Project Type	Next Phase	Total Quantitative Score	Qualitative Score (5, 10, 15 pts)	Total Overall Score
43		Palm Bay	San Fillippo Drive	Waco to Malabar	ITS Infrastructure	ITS	Design	**37**	**0**	**37**
44		FDOT/Cocoa Beach	SR A1A (S Orlando)	7th St S. to 6th St S.	Sidewalk	Bike/Ped	Design	**36**	**0**	**36**
45		Cocoa	Michigan Ave	Clearlake to US 1	Trail /ECG	Bike/Ped	Design	**35**	**0**	**35**
46		Malabar (NEW)	Al Tuttle Twin Lakes Connector Trail	Sandhill Trail Head to US1/Leghorn Rd.	Trail	Bike/Ped	Planning	**34**	**0**	**34**
47		Palm Bay	Emerson Dr	SJHP to Minton	ITS Infrastructure	ITS	Design	**34**	**0**	**34**
48		FDOT/Palm Bay	US 1	Gran Ave to Port Malabar	Sidewalk	Bike/Ped	Design	**34**	**0**	**34**
49		FDOT/Palm Bay	US 1	Kirkland to RJ Conlan	Sidewalk	Bike/Ped	Design	**34**	**0**	**34**
50		FDOT/Brevard County	US 1	Lake Washington to Post	ITS Infrastructure	Capacity	Design	**30**	**0**	**30**
51		Palm Bay	St. Johns Heritage Pkwy	Babcock to Malabar Rd	New Alignment	Capacity	PD&E	**30**	**0**	**30**
52		Brevard County	N Merritt Island Pioneer Trl	ECG Alignment	Trail ECG	Bike/Ped	Planning	**27**	**0**	**27**
53		Satellite Beach	Jackson Avenue	SR 513 to SR A1A	Complete Street	Bike/Ped	Design	**21**	**0**	**21**
54		Melbourne	SIS: Orlando-Melbourne Airport Rail Improvements	Intermodal Facility to transport freight to and from MLB and I-95	Rail/Freight	Operations	Design	**16**	**0**	**16**
55		Palm Bay	Cross City Trail	Along Walpole Rd and Cogan	Trail/Pedestrian Bridges	Bike/Ped	Design	**12**	**0**	**12**
56		Brevard County	ITS Operational Support	N/A	Operational Support	Operations	Annually funded with SU	**2**	**0**	**2**
57		SCTPO	Long Range Transportation Plan	N/A	20 Year Planning Horizon	Planning	Funded with SU within UPWP	**1**	**0**	**1**

Legislation Details (With Text)

File #:	20-350	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/15/2020			**In control:**	City Council
On agenda:	6/24/2020			**Final action:**	
Title:	Fire Incident Summary Report for May 2020. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2020 Fire Incident Summary Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 15, 2020
Agenda Date: June 24, 2020
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for May 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of May.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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Information Only

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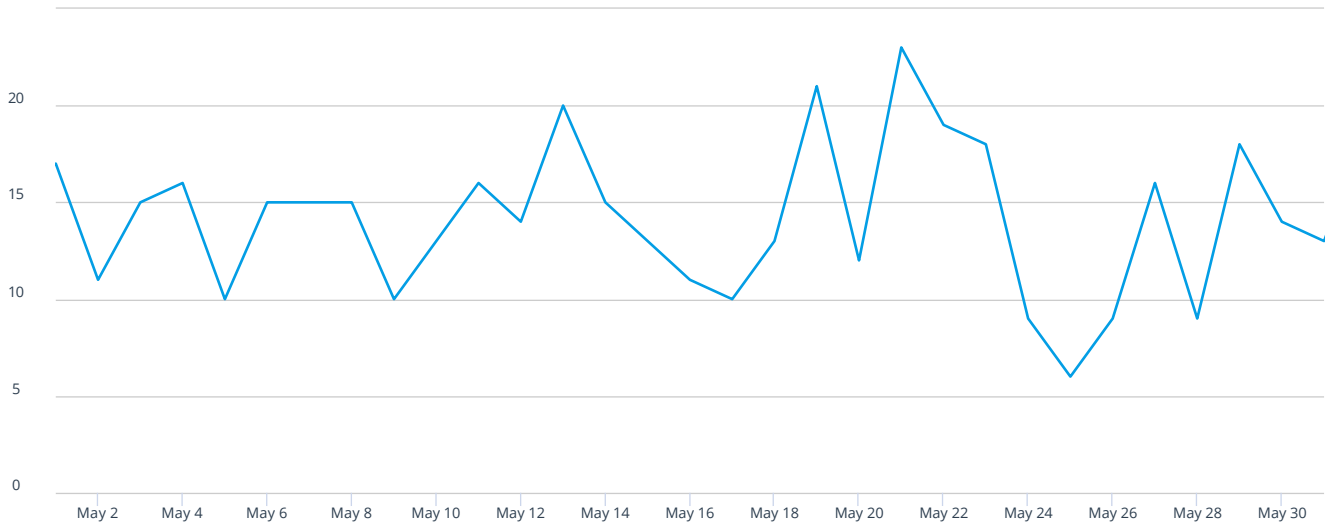
Custom May 1, 2020 - May 31, 2020

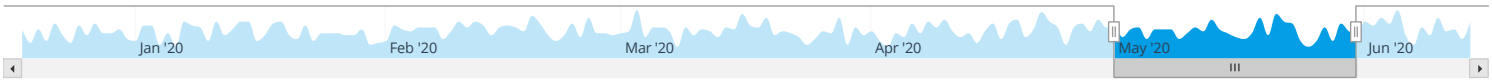
39%
FIRE
Percentage of Total Incidents

60%
EMS
Percentage of Total Incidents

436
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	5/3/20	5/10/20	5/17/20	5/24/20	5/31/20	6/7/20	6/14/20	6/21/20	6/28/20	7/5/20	7/12/20	7/19/20	7/26/20	Total
(11) Structure Fire			1		1									2
(13) Mobile property (vehicle) fire	1				1									2
(14) Natural vegetation fire				4										4
(15) Outside rubbish fire			2											2
(30) Rescue, emergency medical call (EMS), other	2	8		2	1									13
(31) Medical assist	3	3	6	5	6									23
(32) Emergency medical service (EMS) incident	21	47	54	61	44									227
(35) Extrication, rescue					1									1
(40) Flammable gas or liquid condition, other		1												1
(41) Combustible/f.. spills & leaks		1		1										2
(44) Electrical wiring/equipm. problem	1	1		2										4
(46) Accident, potential accident				1										1
(50) Service call, other		1	1											2
(51) Person in distress		1			3									4
(54) Animal problem or rescue		1	1											2

Week Ending	5/3/20	5/10/20	5/17/20	5/24/20	5/31/20	6/7/20	6/14/20	6/21/20	6/28/20	7/5/20	7/12/20	7/19/20	7/26/20	Total
(55) Public service assistance	4	8	12	6	7									37
(60) Good intent call, other		2	1	2	2									7
(61) Dispatched and canceled en route	9	15	13	26	11									74
(62) Wrong location, no emergency found	1	1	3		2									7
(70) False alarm and false call, other	1	2	3	2	2									10
(73) System or detector malfunction		1		1	1									3
(74) Unintentional system/detect... operation (no fire)		1	1	2	3									7
NULL			1											1
Total	43	94	99	115	85									436